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## The Solicitors' Journal and Reporter.

LONDON, DECEMBER 3, 1887.

## CURRENT TOPICS.

THE "COURT ORDER Department" of the Queen's Bench Division at the Royal Courts of Justice has been removed to room 468, ground floor, central block; and the "Judges' Summons" list, hitherto kept in that department, has been temporarily transferred to room 90, adjoining the room lately occupied by the "Court Order Department." When the alterations in progress in rooms 88 and 90 are completed, which will probably be in the course of a few weeks, these two rooms will be occupied by the "Chamber Order (Judges' and Masters' Orders) Department" now located in room 90 and two neighbouring rooms. The re-arrangement now pending, of these and other departments of the Central Office, will give effect, as far as is possible at present, to the recommendation of the committee which recently reported on the Central Office.

ON SATURDAY last Mr. Justice KEKEWICH took occasion to observe that although interlocutory business in actions and matters commenced in the Liverpool and Manchester District Registries respectively was taken on alternate Saturdays for the convenience of the district registrars, who had to come up to London, yet he wished it to be known that every Saturday was a motion day for Lancashire business, and that any application for leave to serve notice of motion for such day was unnecessary. In such cases the district registrar for the time being attending the court would perform the duties of registrar, whether the business was assigned to his own registry or not.

WE TOOK OCCASION last year to express our regret at the decision of the Court of Appeal in *Reeve v. Fowle*, and to remark that the effect of the practice condemned by that court had been to lessen the number of imprisonments for debt, and that such practice was, on the whole, beneficial alike to creditor and debtor. We were wrong, however, in treating the decision on which we commented as finally settling the matter: the learned county court judge whose order was impugned, undismayed by the adverse opinions of two courts, and fully justified by the practical importance of the question—and, we believe, backed by the County Court Department (would that such an efficient department were attached to other courts)—courageously took the matter to the House of Lords, and he has at length scored a signal triumph—the House unanimously reversing the decisions of the courts below. The question was as to the legality of the practice, which we believe had been very generally adopted by county court judges, under the Debtors Act, 1869, after an order had been made for payment by instalments and default had occurred, of making an order for committal, with a direction (either by consent or in a proper case) that the warrant thereunder should not issue so long as monthly instalments specified by the judge are duly paid. This practice has now, as we understand the judgment of the Lord Chancellor, been finally and completely authorized. The defendant, said Lord HALSBURY, "had been properly committed for contempt [by default in payment of the instalment of £20 under the first

order], but the judge had, in exercise of his clear right, told the registrar not to issue the warrant for ten days, or at all so long as the defendant paid £4 a month." The House of Lords, according to one report, comforted the learned judges whose decisions they reversed by telling them that their law was right; they had merely erred in their view of the evidence before them, having taken a letter by the registrar, stating that the defendant was to pay monthly instalments, or in default to be imprisoned, as the actual order made on the judgment summons. If it should be any consolation to the learned judges to be informed that they have mistaken a mere stay of execution for a conditional order for committal, we do not suppose that anyone will grudge them this satisfaction.

THE CASE of *Pape v. Pape*, noted in the *Weekly Notes* of last week, is a curious case upon the construction of the word "desertion" in the Married Women (Maintenance in Case of Desertion) Act, 1886 (49 & 50 Vict. c. 52). The husband and wife had not lived together for nine months, and during the last six months of that period they had lived apart under an agreement for separation, one of the terms of which was that the wife was to receive a weekly allowance. This having been withheld without, as was found, just cause, the justices held that there had been a "desertion" within the meaning of the Act, and made an order for alimony; but a Divisional Court (STEPHEN and A. L. SMITH, JJ.) held that there had been no desertion and quashed the order. The words of the Act are that "it shall be lawful for any married woman, who shall have been deserted by her husband," to summon him before justices, who, "if satisfied that the husband, being able wholly or in part to maintain his wife, has wilfully refused or neglected so to do, and has deserted his wife," may make an order on the husband for payment to the wife of a weekly sum. As is well known, the Act contains no interpretation of "desertion," but reference for its interpretation may fairly be made to the decisions on the enactments *in pari materia* (sections 16 and 21) of the Matrimonial Causes Act, 1857. By section 16 "desertion without cause for two years or upwards" by either party is made ground for a judicial separation, and by section 21 "a wife deserted by her husband" may obtain a protection order from justices. Under section 16 it has been more than once expressly held (see *Parkinson v. Parkinson*, 2 P. & D. 25; *Crabb v. Crabb*, 16 W. R. 650; 1 P. & D. 601) that living apart by virtue of a separation deed does not constitute desertion although the terms of the deed have not been complied with; the principle being that, to sustain a charge of desertion, the act relied on must have been done contrary to the will of the person charging it (*Ward v. Ward*, 1 Sw. & Tr. 185); but when the separation has been forced upon the wife, a legal "desertion" may be the result (*Dagg v. Dagg*, 30 W. R. 431, 7 P. D. 17). These authorities are in favour of the decision in *Pape v. Pape*; but it is material to point out that section 21 of the Act of 1857 empowers the justices to make the protection order *if satisfied of the fact* of desertion, and that the Act of 1886 empowers them in like terms to make the order *if satisfied* that the husband has refused to maintain his wife and *has deserted his wife*. May it not be argued from these words that desertion is a question of fact for the justices? We cannot but think that it very reasonably may be so argued; and, inasmuch as no counsel appeared for the wife in *Pape v. Pape*, we cannot yet accept the judgment in that case as a conclusive enunciation of the law upon the important question involved in it.

BOTH IN *Humphrey v. Earle* and *Bridges v. Miller* the court has taken a strict view of a revising barrister's power to amend notices of objection. In *Humphrey v. Earle* an objector to a county vote had described himself as "of Churchyard" "on the list of Parliamentary voters for the parish of Petersfield." As a matter of fact he lived in Petersfield Churchyard, and his address was stated on the occupiers' list as "Churchyard, Petersfield." It had been held, however, in *Woollett v. Davis* (4 C. B. 115) that the party receiving a new notice of objection is not bound to take the trouble of resorting to any other means than the notice itself in order to obtain information as to the place of abode of the party sending the notice, and the court held that, the vote being a county one, the objector might be an ownership voter residing

anywhere so long as he owned property within the electoral area, and there was no power to amend the notice. In *Bridges v. Miller* the voter objected to was a freeman, and the ground of objection was stated to be merely that he did not reside, at the date of the notice, at the address stated in the list, whereas all that is required for a freeman's qualification by section 32 of the Reform Act, 1832, is that he should have resided at some place within the electoral area for six months during the qualifying period. In this case also it was held that the notice was bad, and could not be amended. The question in both cases turns chiefly on section 28, sub-section 2, of the Parliamentary and Municipal Registration Act, 1878 (41 Vict. c. 26), as read with the forms required in the cases respectively. By section 26 of the Act of 1878 the revising barrister "may correct any mistake which is proved to him to have been made in any claim or notice of objection," this power being newly given by that section, which, in this respect, does not repeat the repealed section 40 of the Parliamentary Registration Act, 1843, upon which *Woollett v. Davis* was decided. Considering this express statutory enlargement of the amending power, and considering that *Woollett v. Davis* arose upon a more limited enactment, and looking to *Adams v. Bostock* (30 W. R. 460, 8 Q. B. D. 259), in which the omission of any address in a notice of objection was held to be curable, we cannot but think that *Humphrey v. Earle* was wrongly decided. *Bridges v. Miller* stands upon different grounds. The voter has, by section 26 of the Act of 1878, an express statutory right to know specifically the grounds of objection to his vote before he comes into court to meet the objection, and it would be nullifying that provision to allow a revising barrister to come to the assistance of an objector in court and then and there for the first time make clear to the mind of the voter the precise character of the objection. It should be pointed out, as bearing on both cases, that section 18 of the Registration Act, 1885, which provides an entirely new set of forms, newly provides also that "a disregard of any form or instruction shall not of itself invalidate any list, notice, or other thing." We cannot see that the court has allowed any scope for this provision. Has it no meaning?

SO IMPORTANT is it that the power of persons acting professionally in legal matters should be well understood, and so few and far between are the decided cases which bear upon this power, that particular attention should be directed to *Matthews and Wife v. Munster*, decided by the Court of Appeal on Monday last, and reported elsewhere. The action was for malicious prosecution, and at the trial, before the plaintiff's case was closed, counsel on both sides, in the absence of the defendant, settled the action on the terms that there should be a verdict for the plaintiffs for £350, and a withdrawal of imputations. The defendant repudiated the compromise and sought to set it aside, but neither the Divisional Court nor the Court of Appeal would allow this to be done. "The advocate," said the Master of the Rolls, "has unlimited power to do what is best for his client in the conduct of the cause in court. That unlimited power is under the control of the court, who will see that nothing is done which would create manifest injustice, and will give relief in such a case. The relation of advocate and client can be put an end to at any moment, but the authority of the advocate is unlimited until the relationship is put an end to." This is merely a repetition in other words of the well-known judgments in *Straus v. Francis* (14 W. R. 634, L. R. 1 Q. B. 379, and *Swinfen v. Lord Chelmsford* (8 W. R. 544, 5 H. & N. 890), with the addition, however, of the expressions recognizing the power of the court to grant relief in very special cases, of which we can find no instances in the books, though the refusal of the court in *Swinfen v. Swinfen* (1 C. B. N. S. 364) to enforce a compromise by attachment perhaps indirectly supports the power to grant relief. It is to be observed also that the court stated that the proper course for the advocate to pursue, if his client, present in court, objects to a compromise proposed by the advocate, is to withdraw from the case. It should be borne in mind that a solicitor, unless or until counsel is retained, has, in the absence of express prohibition of compromise by the client, an authority equal to that of counsel to compromise (see *Pristwick v. Poley*, 13 W. R. 753, 18 C. B. N. S. 806; *Re Wood*, 21 W. R. 104).

JUDGING FROM the report of a case which appeared in a recent issue of the *Times*, the Queen's Bench Division seems to have in-

vented an entirely new way of enforcing the payment of debts. In an action of *Hair v. Easby*, which is stated to have been before STEPHEN and A. L. SMITH, JJ.—and which, if we may be allowed to borrow the phrase at present in vogue with *Times* reporters, was certainly "singular and somewhat remarkable"—the plaintiff sued on an agreement between himself and defendant by which he gave up his practice of a surgeon at Peterborough and defendant agreed to pay £1,500 by yearly instalments of £150. The defendant made default, and thereupon the plaintiff appears to have obtained from FIELD, J., in chambers an *interim* injunction restraining the defendant from practising within a radius of ten miles of the city of Peterborough. The case is reported in our contemporary on an application by the defendant to dissolve the injunction; and the learned judges are reported to have said that if £150 was not paid into court in a fortnight the injunction must issue. We must confess to feeling some doubt as to whether an injunction to restrain a man from carrying on his profession is the most appropriate means of inducing him to pay a debt of £150; but it is a comfort, at all events, to think that so important a precedent will be preserved in our contemporary's weekly edition. We venture to offer a suggestion that the following would be an appropriate "short heading" for the report when it appears enclosed in the weekly amber:—"INJUNCTION—SURGEON—£150—APPARENT OMISSION OF MATERIAL STATEMENTS—*Semle* GENERAL CONFUSION AS TO LAW AND FACTS."

#### THE EFFECT OF POSSESSION OF CERTIFICATES OF SHARES.

IN a former article (*ante*, p. 39) we have seen that there is no necessity to give notice to the company upon an equitable assignment of shares, both upon the ground that the shares are in their nature different from ordinary *choses in action* and that such notice would be inoperative inasmuch as the company is not bound to receive it. We also saw that in *Société Générale de Paris v. Walker* (34 W. R. 662, 11 App. Cas. 20), to which we shall again refer as the principal case, the House of Lords found a protection for prior incumbrancers of quite a different kind in the possession of the share certificates, the importance of which was first insisted on in that case. We shall consider in the present article the nature of these certificates and of the protection they afford, and also, incidentally, the manner in which a legal title to the shares can be obtained.

This protection consists partly in the assurance by the company that the shares are standing in a certain name and will not be transferred without the production of the certificate, and partly in the difficulty of obtaining credit on the strength of them when the certificates are not produced. It was stated by Lord Cairns, L.C., in *Shropshire Union Railways and Canal Co. v. The Queen* (23 W. R. 709, 7 H. L. 509), that "a certificate of the share or stock of a railway company is merely a solemn affirmation under the seal of the company that a certain amount of shares or stock stands in the name of the individual mentioned in the certificate." Cockburn, C.J., expressed himself more fully in *Re Bahia and San Francisco Railway Co.* (16 W. R. 862, L. R. 3 Q. B. 595). After pointing out that the power of granting certificates was intended to facilitate dealings with shares, and hence indirectly, by increasing their value, was beneficial to the company, he continued: "The certificate is a declaration by the company to all the world that the person in whose name it is made out, and to whom it is given, is a shareholder in the company, and it is given by the company with the intention that it shall be so used by the person to whom it is given, and acted upon in the sale and transfer of shares." From this it followed that where the certificates were issued by mistake, upon the presentation of a forged transfer, the company were bound to make good their own representation, and while the former shareholder's name was restored to the register, they had to compensate the innocent purchaser. A similar judgment was given in *Shaw v. Port Philip Gold Mining Co.* (13 Q. B. D. 103), where a forged certificate had been issued by the secretary of the company.

But while the certificate is thus powerful against the company, it has a further value as being *prima facie* evidence of title in the shareholder. A provision to this effect has been contained in all



the Companies Acts since that of 1844, and by section 31 of the Companies Act, 1862, it is provided that "a certificate, under the common seal of the company, specifying any share or shares or stock held by any member of a company, shall be *prima facie* evidence of the title of the member to the share or shares or stock therein specified." The result of this is to give to the certificates a value similar to that belonging to title deeds of land. A purchaser or an incumbrancer will, in the first place, ask to see the certificates, and if these are not forthcoming he will assume that they have already been pledged. Moreover, it is usual for the certificates to bear a note that no transfer of any portion of the shares represented therein will be registered until the certificate has been delivered at the company's office. The effect of such a note is to make it very hazardous for the company to register a transfer unless the certificates are produced, and if they do so they should either obtain clear evidence that they have been destroyed, or else require ample indemnity against their future production. It appears, indeed, to be perfectly proper for the company to take time for making inquiries, even though the certificates are produced, as in the event of their acting upon a forged transfer they will, as we have seen, be liable to restore the true owner's name to the register, and to compensate the purchasers; further examples of this will be found in *Swan v. North British Australasian Co.* (7 H. & N. 603, 2 H. & C. 175) and *Johnston v. Renton* (9 Eq. 181). But where there is such a note as that referred to above, the holders of the certificates may rely upon their possession, and the company is doubly justified in refusing a transfer which is not accompanied by them. As to the security of the holders, we may refer to the following words of Lord Selborne:—

"The respondents not only had the certificates, but they had the company's undertaking under seal that there should be no change of the registered title unless those certificates were produced. What more could be necessary, on any reasonable or intelligible principle, to 'perfect' their equitable title, which they were under no obligation to convert into a legal title by registration."

And as to the justification of the company, Lord Blackburn, after referring to cases in which companies had been held liable for mistaken transfers, expressed himself thus:—

"This certainly, in my mind, shews that those on whose advice companies before registering a transfer, which would entitle the transferee to a certificate, required that the certificate already issued should be produced, or its non-production accounted for, advised well; and that the note on the certificate to this effect calling the attention of those who had the shares was fair and proper."

In the principal case, the second incumbrancer attempted to obtain a transfer on the register without producing the certificates, and it was partly upon the notice thus given that he rested his case as against the first incumbrancer. That the request for a transfer was useless as a notice of incumbrance we have already seen; but the case was really decided upon the two grounds mentioned in the passages just quoted. Lord Selborne put it on the strength of the first incumbrancer's position, holding, as he did, the certificates with the note upon them requiring their production in case of a transfer. Lord Blackburn put it upon the impossibility of the second incumbrancer gaining a better title during the time that the company was delaying to proceed with the transfer owing to the non-production of the certificates (p. 37).

Lord Blackburn also used the same reason for another and very important purpose. However good an equitable title may be as against a subsequent equitable one, yet it is of course valueless after a transfer of the legal estate, save in so far as the fact of such transfer without the certificates may give rise to a claim against the company. It becomes important, then, to consider at what time the legal title to the shares is transferred. In the principal case there had been a blank transfer to the second incumbrancer which had been subsequently filled up. It was contended that there had been a subsequent re-delivery also so as to make it valid as a deed. The evidence, indeed, did not seem to bear out this view, but as there was some doubt upon it the question had to be decided as to the effect of a legal transfer not completed by registration.

Hitherto this has been somewhat doubtful. Thus, in *Shropshire Union Railway and Canal Co. v. The Queen* (23 W. R. 709, 7 H. L. 513) Lord Hatherley said that a title would be acquired by obtaining, not a delivery of the certificates, but a transfer of the shares into the name of the purchaser; and perhaps also, though he thought it had not been quite decided, it might be necessary to obtain a "registry." And a somewhat more

decided opinion was given by Lindley, L.J., when the principal case was before the Court of Appeal. There he stated (14 Q. B. D., at p. 458) that the right to the shares passes by the transfer, at any rate in the absence of any special rule in the articles of the company making the production of the certificates a condition precedent to the registration of the transfer. He had previously said that upon the execution of a proper transfer the transferee would have a legal right to have the transfer registered upon giving the company an indemnity against the consequences of the non-production of the certificates. From this view, however, Lord Blackburn expressly dissented, and it was partly for the purpose of shewing its erroneousness that the judgment of the House of Lords was delayed. In this connection he again insisted on the right of the company to delay the registration and so to put off the transferee's claim to a legal title until that had actually taken place.

"I think the authorities to which I have referred shew that, even if a transfer is in order, that is, if it is accompanied by the certificate, the company are not bound to register it at once. They are entitled (it is not necessary to inquire whether they are bound) to delay for a reasonable time, and to make reasonable inquiries before registering; and it is, I believe, the general practice to delay the registration at least till there has been an opportunity given to the registered holder to answer a letter of advice telling him that the transfer has been lodged."

Into the question of the liability of the company, in case they did immediately proceed with the registration to the detriment of the holder of the certificates, Lord Blackburn did not enter, but in the subsequent case of *Colonial Bank v. Whinney* (34 W. R. 705, 11 App. Cas. 438) he expressed an opinion that such a liability might exist, and he further insisted upon the view that the company was therefore justified in delaying registration, and that a transferee had no right against them to an immediate registration. It was on this ground that the shares were held not to be in the order and disposition of a bankrupt after he had parted with the certificates, and after the decision in the principal case there was little difficulty in arriving at this result. It was clear, as Lord Blackburn said, "that anyone who was about to give credit to the bankrupts as being the owners of the entire interest in those shares ought to know that he had no legitimate ground for believing that they were such owners of the whole interest, unless the certificates were produced or accounted for."

The recent case of *Colonial Bank v. Hepworth* (36 Ch. D. 36) affords further illustration of the subject we have been discussing, and we may notice that the above view as to the necessity of actual registration to constitute a legal title was followed. "By the delivery an inchoate legal title passes, but a title by unregistered transfer is not equivalent to what has been termed 'the legal estate,' in the shares or to the complete dominion over them." In that case the inchoate title was defeated by a subsequent completed registration into the name of a *bona fide* purchaser for value. And, of course, although the possession of the certificates is of supreme importance as against subsequent incumbrancers, yet it constitutes only an equitable title, and, therefore, unless followed by registration, it will be no defence against a prior equitable title, supposing the owner of the prior interest to be justified in not holding the certificates, as where shares are held by a trustee. This was the point decided in *Shropshire Union Railway and Canal Co. (supra)*. It would seem, then, that an equitable mortgage of shares by deposit of certificates is practically a good security, provided there is no prior equitable interest. In no case apparently is notice to the company necessary, nor, indeed, can it have in ordinary cases any effect. And while, of course, it is always safest to obtain a regular transfer and to have this registered, yet so long as the certificates are retained there is comparatively little chance of any dealing with the legal title, and if such dealing should take place the holder of them will very probably have a claim upon the company.

The Council of the Incorporated Law Society have opened a subscription list in their hall at Chancery-lane for the purpose of raising a fund to be applied in recognition of the services recently rendered by the Metropolitan Police. Subscriptions will be received in the cashier's office in Chancery-lane, or they can be sent by post to the secretary.

## THE FUNCTIONS AND POWERS OF THE INCORPORATED LAW SOCIETY.

It will be remembered that at the general meeting of the Incorporated Law Society in June last Sir Henry Watson Parker read a paper in which he advocated

1. That all practising solicitors should be members of the Incorporated Law Society;
2. That the society should have the power of removing from the roll, or suspending, solicitors who have been guilty of malpractices;
3. That the society should be invested with summary power of punishing solicitors who allow unqualified persons to practice in their names.

The first suggestion is not new. It has been advocated by influential members of the society, and discussed at various general meetings, but no steps appear to have been taken for the purpose of carrying it into effect. Its adoption would, no doubt, be attended with many advantages, but, on the other hand, there are grave reasons against it, and the most formidable of these is that solicitors would not tolerate the further taxation which, of course, would be a necessary incident of the proposal. If, however, the society would tack on to Sir H. W. Parker's suggestion another—viz., the reduction of the certificate duty—they would, we believe, receive the support of the profession generally. The council of the society for very many years advocated the abolition, and later the reduction, of the certificate duty, but although they succeeded in carrying the second reading of a Bill in the House of Commons for that purpose, they were beaten on the third reading by something like three votes. The Government, however, gave them something which neither they nor the profession wanted—the reduction of the stamp duty on articles from £120 to £80. This was a reduction at the wrong end, and one which ought not to have been made. In our opinion the time has now come for the abolition, or reduction to a nominal sum, of the certificate duty, and if this is objected to on the ground that it would reduce the Revenue by about £100,000, this could be met by a proposal that both the stamp on articles and the fees on admission might be raised. With some modification of the kind indicated, we think that Sir H. W. Parker's first proposal might have a good chance of success, but standing alone, and on its own merits, we think it would be hopeless to press it at the present time.

With regard to the second suggestion—viz., that the Incorporated Law Society should have the power of striking solicitors off the roll or suspending them from practice—we have always held that opinion and advocated it in this journal. The benchers of the Inns of Court, the College of Surgeons, and the College of Physicians have a similar power, and there seems to be no reason why the Incorporated Law Society should not have it too. The society has now by statute, subject to appeal, the right of determining who are fit and proper persons to be admitted, and it is surely not too much to ask that they should have the power, subject to appeal, of deciding who are fit and proper persons to remain in the profession. The adoption of this suggestion would save a great deal of the time of the judges and masters to whom these cases are often referred, and would also be a saving of expense to the society. It might, however, be urged that no real advantage would be gained, as there would be an appeal in each case, but we believe that this would not be the case, and that the danger in this respect is more imaginary than real. This is borne out by the fact that in the cases in which, on account of moral unfitness or other reasons, the council refuse certificates to candidates, appeals are seldom entered, and, when prosecuted, are rarely successful. Besides, a large proportion of the cases which are brought to the notice of the court are such that no appeal could possibly be successful; for instance, cases in which solicitors have been convicted, and others are of such a flagrant nature that the guilty parties would hardly go to the expense of prosecuting a hopeless appeal.

If the society should be invested with the power of striking solicitors off the roll or suspending them, it should have the custody of the roll which is now kept at the Petty Bag Office. At present two rolls are kept, one at the Petty Bag Office, which is called the Admission Roll, and another by the Incorporated Law Society, as registrar of solicitors, which is called the Registrars' Roll. The first only contains the solicitor's address at admission, but the latter is kept up from year to year, and shows the solicitor's address from time to time if he should happen to change it. There seems to be no sufficient reason for keeping more than one roll, and that should be kept by the Incorporated Law Society, who should also have the power of admitting solicitors after the abolition of the Petty Bag Office on the next vacancy.

With regard to the third point—viz., solicitors allowing unqualified persons to use their names—some remedy for the evil which has recently grown up is very much needed. In our issue for the 22nd of January last we called attention to the practice, which now exists to a large extent. The most improper case is where solicitors enter into

agreements with unqualified persons to share profits, but a practice of equal gravity, which exists to a large extent, is where solicitors lend their names to unqualified persons on payment of a salary—the unqualified persons taking the profits. Another form of the evil is the allowance by solicitors of a commission to their clerks and others on business introduced by them, thus giving to clerks and other persons a direct inducement to foment litigation.

Another improper practice which should be provided against is the allowance of a commission to Scotch, Irish, and Colonial solicitors. The allowance of such a commission cannot be assimilated to the division of profits which prevails in this country under the designation of agency. It tends to increase the expense of appeals, and lays the practitioners in the countries referred to open to the allegation that they have a direct personal interest in advising frivolous appeals and in making them as expensive as possible. We are not bringing any charges against these practitioners; we only point out the strong inference to which they lay themselves open. In 1874 this question was considered by the Registrar of the Privy Council, more particularly with regard to Indian appeals, when an opinion was expressed that the practice was dangerous and improper, and that if it were allowed to grow it might lead to great abuse. The registrar thereupon addressed a communication to all solicitors, pointing out that the practice was not consistent with the integrity and propriety of solicitors, and expressing a hope that it would be discontinued. We regret, however, to state that the practice largely prevails up to the present time.

Another class of business which comes under the third head is the allowance by solicitors of a commission to marine insurance agents on the introduction of business. This is clearly wrong. The insurance agent is in a fiduciary position, and has no right whatever to make a profit out of his trust.

We have mentioned above some of the matters with which we think the society should have power to deal. The law as it stands cannot reach many of them, but it ought to be altered so as to meet them all, and few persons will deny that the practices mentioned are more or less dangerous both to the profession and the public.

## REVIEWS.

### COUNTY COURT PRACTICE.

A COMPLETE PRACTICE OF THE COUNTY COURTS, INCLUDING THAT IN ADMIRALTY AND BANKRUPTCY, EMBODYING THE ACTS, RULES, FORMS, AND COSTS, WITH ADDITIONAL FORMS AND A FULL INDEX. By G. PITT-LEWIS, Q.C., M.P., Recorder of Poole; assisted by H. A. DE COLYAR, Barrister-at-Law. THIRD EDITION. Vol. I. Stevens & Sons.

We ventured to predict, when this work first appeared, that it would become the standard County Court Practice, and we think we may claim that our prediction has been verified, perhaps sooner than we anticipated. There is no great credit due to us for foresight, for the reasons for the success of the book are very simple. Apart from the industry and ability which have always characterized it, the main cause of its popularity is to be found in the careful eye which the authors have kept on the requirements of the busy county court practitioner. Law books, like buildings, however well constructed, are useless unless they meet the requirements of those who are to use them, and no one can look into Mr. Pitt-Lewis's treatise without seeing at once that he has understood what is practically needed in this respect. The book is really what it professes to be—"a complete practice of the county courts"; it assumes no knowledge either of county court or of High Court practice on the part of the reader; it requires no reference to any other treatise or to the statute book on the matters with which it professes to deal; and it supplies forms for every occasion. In other words, the county court practitioner finds in the two volumes of the book a complete equipment for the necessities of a class of business which leaves no time for reference to a law library. The very success of the book in this respect, however, entails one rather serious difficulty—how is its bulk to be kept down? The additions which have been made to the present edition of volume I. have swollen it to over 1,200 pages, including appendices and index, and although the author expresses a hope that it may be possible to reduce the next edition to the original size, we confess we fail to see how this is to be done consistently with the maintenance of the original design.

The special interest of the present edition, of course, lies in the incorporation and exposition of the County Court Rules, 1886. This is necessarily a matter of considerable difficulty, involving the consideration in many cases of the decisions on the R. S. C., 1883, *in pari materia*. We think from our examination of several of the rules that this part of the work has been skilfully executed. The illustrative decisions are not merely catalogued, but embodied in rules and general principles. An excellent illustration of this is to be found in



the statement at pp. 358—361, with reference to ord. 11, r. 1, of the County Court Rules, of the general principles as to when a third party notice may be given. The cases which have been decided since the publication of the last edition are carefully incorporated, and we may remark that the insertion of references to all the current series of reports is one of the points on which the author has shown his care for the convenience of the practitioner. We learn from the preface that the present edition was actually in type early in the present year, but that its issue has been delayed in order to see whether the County Courts Acts Consolidation Bill of last session would pass into law. This, however, has not prevented the insertion, both in text and notes, of the decisions up to June last.

There are two or three small points which appear to have escaped the author's vigilance. He prints forms 244 and 245 to the County Court Rules, 1886 (replevin bonds), without any warning as to the erroneous marginal notes "This bond requires a stamp." It would seem that the framer of the form was unaware of the general exemption, at the end of the schedule to the Stamp Act, 1870, of "Bonds given to sheriffs or other persons upon the replevy of any goods or chattels." And we do not find any reference at p. 326 to the question whether the general provision of the proviso at the end of rule 30 of order 7 that a default summons may, in the case mentioned, be served "by the plaintiff's solicitor or the agent of such solicitor as aforesaid, or some person in the employ of either of them"—*e.g.*, an ordinary process-server—is qualified by the form of affidavit of service of a default summons (No. 21), which seems to limit the service to "a clerk in the employ" of the solicitor or agent.

## CORRESPONDENCE.

### A FEW WORDS FROM THE SPIRIT WORLD.

[To *ye* Editor of *ye* Solicitors' Journal.]

Worthy & learned Sir,—

Posteritie hath ample acknowledged my poore endeavours to maintain *ye* dignitie & Majestie of *ye* Law, which have been so worthilie upheld since my daie by *ye* many Wise Masters, learned in *ye* law, my successours on *ye* Bench Judiciall.

Fancie, Worthy Sir, my feelings on perusing that a Chiefe Justice of *ye* Queen's Bench (one, forsooth, of legal auncestrie) could give tongue to such a Judgment & to such wordes as I have redde with my eye spirituall in *ye* diurnal law reports—*videlicet* :

"SCHOFIELD v. BARNARD AND ANOTHER.—23rd November.—The Lord Chief Justice, in summing up, explained to the jury that he had refrained from exercising his discretion to refer the case, which involved the consideration of a number of items, because, although the rule provided that a case should be referred if in the opinion of the court or the judge it was desirable, that had been held to be a subject of appeal to another court. He must leave the responsibility of cases being proferred to those learned persons who said that the discretion referred to in the rule did not mean his discretion, but theirs; and, as he could not dive into other people's minds, as a matter of rule he always had, and always intended, as far as possible, not to exercise those powers which it was now stated were not his, but which were his subject to the opinion of other people who had not heard the case and could know nothing about it."

I passe no comment; 'twould be literally "*ultra vires*": but rest, Worthy Sir, as one wishing the Law all increase in honour,

Yours assuredly,

W. Gascoigne, C.J.

Item.—What a sadde precedent for *ye* future, when learned Brethren (higher even in auctoritie than *ye* speaker himself) are but termed "*Persons*" & "*People*"; as if *ye* high office clothing them did not raise them above *ye* common mobilitie in all honest mens' minds.

W. G.

## THE ALLOTMENTS ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Perhaps you or some of your readers can enlighten me as to what persons may take advantage of the Allotments Act, 1887.

The only indications of intention expressed in the Act are in the title "An Act for facilitating the provision of Allotments for the Labouring Classes," and in section 2, sub-section 1, authorizing the local authority (after voluntary action has failed) to acquire land upon being satisfied "that there is a demand for allotments for the labouring population" in the particular district.

What, then, is the meaning of "labouring population"? Does it only refer to "labourers" in the common acceptance of the term—*viz.*, persons employed in some toilsome occupation involving little skill (whether the employment be agricultural or not)—or does it include skilled workmen, *e.g.*, artisans and mechanics? The Act does not say "working classes," and it looks to me as though only "labourers" in the common meaning were strictly within the Act.

RUSTICUS.

[Are artisans the less labourers because they are skilled labourers? Under section 6 "the persons eligible to be tenants of the allotments" may be defined by the regulations to be made by the sanitary authority.—ED. S. J.]

## CASES OF THE WEEK.

### HOUSE OF LORDS.

STONOR v. FOWLE—24th November.

COUNTY COURT—PRACTICE—ORDER FOR COMMITMENT—SUSPENSION OF ISSUE OF ORDER—CONDITIONAL ORDERS.

The plaintiff in an action in the Brompton County Court obtained judgment against the defendant, the respondent in this appeal, for £57 2s. 2d., debt and costs, and an order was made that the defendant should pay £20 on the 21st of January, 1886, and the balance of the judgment debt on February 21. The defendant made default in the first instalment, and a judgment summons having been taken out, an order was made for his commitment. This order appeared in the commitment summons book in the following terms:—"Commitment ten days; suspended fourteen days." At the time of making this order the judge gave a direction to the registrar, with the consent of both parties, that the warrant should not issue at all if the defendant paid £4 a month in liquidation of the debt. The defendant failed to pay the third instalment, and the warrant for his arrest then issued. The defendant's solicitor applied to the registrar for a copy of the order, and received the following reply, stamped with the seal of the court:—"Order made on the 4th of March, 1886.—£4 to be paid on the 18th of March, 1886, and each succeeding calendar month. If not so paid, warrant of commitment might be issued. The May payment is overdue. The June payment is due to-day." A rule nisi, which was afterwards made absolute, was then obtained for a writ of prohibition to prevent any further proceedings on the order of commitment. This decision was affirmed by the Court of Appeal (reported 35 W. R. 130, 18 Q. B. D. 213).

THE HOUSE OF LORDS reversed the decision. Lord HALSBURY, C., said that the courts below had taken a wrong view of the evidence before them; they had taken the letter of the registrar as the actual order made on the judgment summons, and had been apparently induced to do so by the fact that that letter bore the seal of the court. They had accordingly understood that an order had been made that the defendant should pay £4 a month, and if he made default in any instalment he should be imprisoned for ten days. The true view of the facts was that the defendant had failed to pay the £20 instalment when he had the means, and had been properly committed for contempt, but the judge had, in exercise of his clear right, told the registrar not to issue the warrant for ten days or at all so long as the defendant paid £4 a month. A letter sent by a registrar, even if sealed, is not conclusive as to the order of the court, and in this case the letter did not correctly state the order made. Lord HERSHELL said the judge was entitled to commit the defendant, as he had been able to pay the original instalment; he was also entitled to suspend the issue of the warrant, if the defendant could not at that time pay the original instalment, or if the parties consented. Lords WATSON, BRAMWELL, and MACNAGHTEN concurred.—COUNSEL, *The Attorney-General, The Solicitor-General*, and R. S. Wright; *Sir H. James, Q.C., Willis, Q.C.*, and Robert Wallace. SOLICITORS, *The Solicitor to the Treasury; E. A. Fuller.*

### COURT OF APPEAL.

GLOUCESTERSHIRE BANKING CO. v. EDWARDS—No. 1, 29th November.

SHERIFF—LIABILITY OF UNDER-SHERIFF AFTER DEATH OF SHERIFF.

This was an appeal from the decision of a divisional court (Day and Wills, JJ.) ordering a new trial of the action, reported 35 W. R. 842. The action was brought by execution creditors against the executors of an under-sheriff for non-payment of the proceeds of an execution. After the levy the sheriff died, and subsequently the under-sheriff sold the goods and received the proceeds, paying over a portion of the money to the creditors. A new high sheriff was afterwards appointed. Then a return was made by the under-sheriff, but he also died before having paid over the balance. This action was then brought both for tort, alleging negligence and extortion in the under-sheriff, and also for money had and received. At the trial, before Lord Coleridge, C.J., his lordship nonsuited the plaintiffs. The Divisional Court, however, held that an action for money had and received would lie, and that, as that action did not require the same evidence to support it as the action for tort, it was not necessary to waive the tort. It was now contended that the action ought to have been brought against the executors of the deceased high sheriff, and that the under-sheriff's duty was not to pay over the money to the execution creditors, but to the high sheriff or his executors.

THE COURT (Lord ESHER, M.R., and Bowen and Fry, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the question was as to the construction of section 8 of the statute 3 Geo. 1, c. 15. Formerly the under-sheriff was the deputy of the high sheriff, and was appointed and removed by him. For anything wrongly done by him as under-sheriff he was not liable, but the high sheriff was liable. On the death of the high sheriff the office of the under-sheriff *ipso facto* ceased, since his deputation came to an end on the death of him who deputed him to act. Very great inconvenience resulted from this state of things, and therefore the Act of Geo. 1. was passed. By it, if a high sheriff died during his term of office, the office of under-sheriff did not cease, but he was to continue to act until another high sheriff should be appointed. Section 9 provided that he should be answerable for the execution of his office in all things, to all respects, intents, and purposes, during such interval, as the deceased high sheriff would have been. The under-sheriff was therefore placed,

during the interval, in the same position as to liability for his acts as the deceased high sheriff formerly was. It was clear that it would have been the duty of the high sheriff, had he lived, to pay over this money to the execution creditor, and therefore the action for money had and received would lie against the under-sheriff, and, therefore, against his executors. BOWEN and FRY, L.J.J., concurred.—COUNSEL, Cohen, Q.C., and Ram; Rosanquet, Q.C., and Gwynne James. SOLICITORS, Meredith, Roberts, & Mills, for Wallis, Hereford; Johnston, Harrison, & Powell, for Edwards & Le Brasseur, Pontypool.

[See now 50 & 51 Vict. c. 55, s. 25.]

WITT v. BANNER (SIMMONS, Claimant)—No. 1, 29th November.

BILL OF SALE—PICTURES—"SPECIFICALLY DESCRIBED"—BILLS OF SALE ACT, 1878, AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), s. 4.

This was an appeal from a divisional court (Wills and Grantham, J.J.), reported 35 W. R. 761, 19 Q. B. D. 276, and raised a question as to what was requisite for specifically describing pictures assigned by a bill of sale. The grantor of the bill was a picture dealer, and he assigned to the grantee "all and singular the several chattels and things specifically described in the schedule annexed to the bill of sale." In this schedule the pictures were described as "450 oil paintings in gilt frames, 300 oil painting unframed, 50 water colours in gilt frames, and 20 water colours unframed." The county court judge before whom the case was tried held that the bill of sale was void, on the ground that the personal chattels therein comprised were not specifically described within the meaning of section 4 of the Bills of Sale Act, 1878, Amendment Act, 1882, and his decision was upheld by the Divisional Court.

THE COURT (Lord ESHER, M.R., and BOWEN and FRY, L.J.J.) dismissed the appeal. They said that section 4 required that there should be an inventory in the schedule of the personal chattels comprised in the bill of sale, and that those chattels should be specifically described. The term "inventory" was perfectly understood by business men, but there was no inventory in the ordinary business meaning of the word, in the schedule to this bill of sale. It would not have been an inventory even if it had purported to assign all the pictures on the premises, which it did not assume to do. The case of *Roberts v. Roberts* (32 W. R. 605, 33 Q. B. D. 794) contained the best attempt to say what was sufficient to satisfy the statute.—COUNSEL, Candy, Q.C., and H. J. Brown; Channell, Q.C., and Thornton Sharp. SOLICITORS, Nordon & Lazarus; Allen & Sons.

MATTHEWS AND WIFE v. MUNSTER—No. 1, 28th November.

AUTHORITY OF COUNSEL—COMPROMISE OF ACTION.

At the trial of an action for malicious prosecution, the defendant's counsel agreed to a settlement upon the terms of the defendant paying £350, and costs, and withdrawing all imputations. Neither the defendant nor his solicitor were present in court at the time. The defendant, upon coming into court subsequently, repudiated the compromise, and moved to have it set aside. He and his solicitor made an affidavit stating that they had given no authority to consent to any terms of settlement; the solicitor's managing clerk, who was present in court, also stating on affidavit that he had given no authority to consent to a settlement. The Divisional Court (Stephen and Wills, J.J.), upon the authority of *Straus v. Francis* (14 W. R. 634, L. R. 1 Q. B. 379), refused the application.

THE COURT affirmed this judgment. Lord ESHER, M.R., said that the relation between counsel and client was not that of agent and principal, it was that of advocate and client. The relation was created by the client's request that the counsel should act as his advocate. The client might withdraw that request at any moment; but, when the client had requested the advocate to act for him, he must be taken to know that, as regards the opposite party, he had put that advocate into a certain position by representing him to be his advocate. The duty of an advocate was to act for his client in court. The advocate was in supreme command as regards the conduct of the cause in court. He had unlimited power to do what he thought best for his client, subject, however, to the control of the court, which would see that nothing manifestly unjust was done. That relation could be put an end to at any moment, provided that when the client had allowed the other side to act upon the existence of that relationship he took care to let the other side know of its termination. If the client were in court, and the advocate proposed to do something to which the client objected, the client could not direct the advocate as to the course he was to pursue; the proper course for the advocate to adopt, if his client insisted upon his view contrary to the advice of the advocate, was to withdraw from the case. That was the mode in which the client could put an end to the paramount authority of the advocate. The request to act as advocate was limited in its scope to the "conduct of the cause"; and if the advocate were to do something which was outside the fair meaning of those words, his act would not be binding on the client, unless the client had expressly authorized him to do it. The meaning of that was well expressed by Pollock, C.B., in *Swinfen v. Lord Chelmsford* (8 W. R. 544, 5 H. & N. 890, at p. 922), where he said that "counsel had complete authority over the suit, the mode of conducting it, and all that was incident to it." The power to consent to a verdict upon terms must come within those words. Here it was not pretended that the client had withdrawn the request to his counsel to act as advocate, nor was there any symptom of injustice, and so the settlement could not be set aside. BOWEN, L.J., said that during the client's absence the counsel was left in uncontrolled command, with the duty of doing the best he could for his client upon any emergency arising. By his retainer counsel had complete authority over the suit and the mode of conducting it, and all that was incident to it, and the client was bound, within certain limits, by the acts of his counsel. If counsel could be called an agent, he was certainly not an agent in the ordinary accepta-

tion of the term, but an agent of a very peculiar kind, the limit of whose duties was perfectly well understood. If the client were in court his lordship was of opinion that it would be the duty of the counsel to consult him upon so important a matter as a compromise. If the client insisted upon something being done which the counsel did not agree with, the counsel need not follow that course, but had the alternative of returning his brief. In the present case the client was absent, and so could not complain that his counsel, doing the best for the client, compromised the action. Counsel, so to speak, was sailing the ship, and had absolute power to compromise the suit within reasonable limits. The duty of counsel and his authority amounted to the same thing. It was within the duty of counsel to compromise, and therefore it was within the limit of his authority, unless that authority was withdrawn and the other side made aware of it. FRY, L.J., said that no instructions were given with regard to the compromise. In the terms of the compromise there was nothing outside the scope of the action, and nothing manifestly unjust. It was within the duty of counsel to do the best he could for his client in the matter of a compromise, and, being within his duty, it was within his authority. It would be most disastrous in the interest of the public if they held that this compromise was not binding, as in that case an advantageous offer might have to be refused by counsel if the client were absent.—COUNSEL, Kemp, Q.C., and Harper; Wilberforce and H. Rimington Wilson. SOLICITORS, A. B. Rickards; W. Brewer.

HAMMOND & CO. v. BUSSEY—No. 1, 24th November.

MEASURE OF DAMAGES—BREACH OF CONTRACT—SEPARATE CONTRACTS—RECOVERY OF COSTS OF LITIGATION—PROXIMATE CAUSE.

Action by the plaintiffs, shipping agents, to recover damages for breach of warranty. The plaintiffs ordered from the defendant, who was a coal merchant, a large quantity of best Merthyr steam coal fit to be used for bunker purposes on board steamships, the defendant knowing at the time of the order that the plaintiffs required the coal to supply to steamers. The plaintiffs supplied the coal received from the defendant to certain steamers, and warranted the same to be coal reasonably fit to be used for bunker purposes; but the coal turned out to be unfit for such a purpose. The steamship owners brought an action for damages for breach of warranty against the plaintiffs, and the plaintiffs gave notice of this action to the defendant, who said that the coal was good coal and fit for use for bunker purposes. The plaintiffs defended the action, and judgment was given against them for damages and costs. The plaintiffs thereupon brought this action against the defendant to recover the damages and costs, and the defendant paid the amount of the damages into court, but denied his liability for the costs. It was admitted that the plaintiffs acted reasonably in defending the former action. FIELD, J., gave judgment for the plaintiffs.

THE COURT affirmed this judgment. Lord ESHER, M.R., said that at the time of sale the defendant knew that the plaintiffs were buying the coal to sell again to steamship owners for use as steam coal. The defendant therefore knew that the plaintiffs would make similar contracts with other persons, the defendant warranting the coal to be fit for use as steam coal, and knowing that under the contract to be made by the plaintiffs with those other persons there would be the same warranty. The defendant broke his contract. The unsuitable quality of the coal was not capable of being seen at once, but could be, and was, only found out when it came to be used by the steamship owners. The result was a liability on the plaintiffs to the steamship owners, and an action for damages for the breach of warranty. Under the circumstances the plaintiffs acted reasonably in defending that action; and having been mulcted in damages and costs, now sought to recover both from the defendant as damages arising from his breach of warranty. Did the case come within the rule laid down in *Hadley v. Baxendale* (9 Ex. 341), as "damages such as might reasonably be supposed to have been in the contemplation of both parties at the time they made the contract?" The defendant knew that a sub-contract would be made. Dealing only with such a breach of such a contract with regard to such an article as this, the probable and almost inevitable result of a breach of the contract by the defendant, which might reasonably be supposed to have been in the contemplation of the parties at the time they made the contract, would be an action by the sub-purchasers against the present plaintiffs, and the plaintiffs defending it. Hence the probable result of the breach would be that the plaintiffs would have to pay costs. The case therefore came within the rule. *Collen v. Wright* (6 W. R. 123, 8 E. & B. 647), was an authority in support of this view; *Baxendale v. London, Chatham, and Dover Railway Co.* (23 W. R. 167, 10 Ex. 35), only decided that where costs had been unreasonably incurred they could not be recovered. In *Fisher v. Val de Travers Asphalt Co.* (1 C. P. D. 511) the court did not seem to have rightly appreciated the decision in the former case, and so that was not an authority in point. The judgment was therefore right and must be affirmed. BOWEN and FRY, L.J.J., concurred.—COUNSEL, Finlay, Q.C., and W. Graham; Henn Collins, Q.C., and Tindal Atkinson. SOLICITORS, Stokes, Saunders, & Stokes; Bower, Cotton, & Bower, for J. Stilwell, Dover.

FENNESSY v. CLARK—No. 2, 1st December.

PRACTICE—DISCOVERY—ACTION TO RESTRAIN DEFENDANT FROM PASSING OFF HIS GOODS AS PLAINTIFF'S—ORDER THAT "QUESTIONS OF FACT" BE TRIED BY A JURY—DISCOVERY HEARING ON QUESTION OF DAMAGES.

This action was brought in the Chancery Division to restrain the defendant from passing off his goods as those of the plaintiff, the plaintiff and defendant being rival manufacturers of similar articles. The plaintiff by his writ also claimed damages or an account of profits at his option. On the 7th of June an order was made on the plaintiff's application that "the questions of fact arising in this action be tried by a special jury



before a judge at the sittings in Middlesex." Before the trial had taken place, the plaintiff applied for a further affidavit of documents and a further answer to interrogatories by the defendant, the object being to obtain production of the defendant's books and discovery of the sales which he had made of the article which it was alleged he was passing off as of the plaintiff's manufacture. The plaintiff had not then made his election between damages and an account of profits. Kay, J., refused the application on the ground that it was premature. On the hearing of the appeal the plaintiff's counsel offered to waive an account of profits.

THE COURT (COTTON and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that the discovery asked for related to the profits made by the defendant or the damages which the plaintiff had sustained in case he should succeed at the trial. The order of the 7th of June did not deal with the trial of the action, it simply directed that "the question of fact arising in the action" should be tried by a jury. His lordship did not mean to say that the amount of damages was not a "question of fact," but was it a "question of fact" within the meaning of that order? The plaintiff had not, when that order was made, elected to waive an account of profits, and, that being so, would it be right to allow him to have the question of damages determined by a jury? If the jury should give only a small sum for damages, the plaintiff would be able to say he would have an account of profits, because he had seen from the defendant's books that he would get more in that way than the jury had given as damages. By "questions of fact" the order meant questions of fact on which the plaintiff's title to relief depended. The application was premature. The court was always unwilling, if it could see that an injury might be done to a defendant, to order him to make discovery, which would be of use to the plaintiff only if he should succeed in establishing his right to relief before he had established that right.—LOPES, L.J., concurred.—COUNSEL, Moulton, Q.C., and R. W. Wallace; Vaughan Hawkins. SOLICITORS, Burn & Berridge; H. A. Stephens.

#### WALKER v. DODDS—No. 2, 1st December.

PRACTICE—CHANCERY COURT OF COUNTY PALATINE OF LANCASTER—SERVICE OF WRIT OUT OF JURISDICTION—LEAVE OF VICE-CHANCELLOR—17 & 18 VICT. c. 82, s. 8—CHANCERY OF LANCASTER RULES, 1884, ORD. 2, R. 4; ORD. 12, RR. 1, 7.

This was a motion to discharge for irregularity an order of the Court of Appeal giving leave to serve on one of the defendants, who resided out of the jurisdiction of the Chancery Court of the County Palatine of Lancaster, but within the jurisdiction of the High Court, a writ issued out of the Palatine Court. There were two defendants, one of whom resided within the jurisdiction of the Palatine Court. The writ had been served on him, and he had appeared. At the time when the order of the Court of Appeal was made no leave had been obtained from the Vice-Chancellor of the Palatine Court to issue the writ for service out of the jurisdiction of that court. Section 8 of the Act 17 & 18 Vict. c. 82 empowered the Court of Appeal in Chancery to direct that service might be effected out of the jurisdiction of the Palatine Court on any person who might be a necessary or proper party to any suit or other matter in the Palatine Court. Rule 4 of order 2 of the Chancery of Lancaster Rules, 1884, provides that "no writ of summons for service out of the jurisdiction . . . shall be issued without the leave of the court or Vice-Chancellor." Rule 1 of order 12 provides that "service out of the jurisdiction of the court, and not within the jurisdiction of the High Court of Justice, of a writ or summons may be allowed by the court or Vice-Chancellor" in certain specified cases. And by rule 7 of order 12, "The practice as to service out of the jurisdiction of the court, and within the jurisdiction of the High Court of Justice, is not hereby affected, and shall be in force as to proceedings under these rules." The only authority to be found on the point was an anonymous case (noted 23 SOLICITORS' JOURNAL, 404), in which the Court of Appeal held that, before application was made to the court for leave to serve a Palatine Court writ upon a defendant who was out of the jurisdiction of that court, but within the jurisdiction of the High Court, the leave of the Vice-Chancellor of the Palatine Court must be obtained for the issue of the writ.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) followed that decision and held that the order in the present case for service out of the jurisdiction had been irregularly made, and must be discharged. COTTON, L.J., was of opinion that rule 4 of order 2 applied to all writs for service out of the jurisdiction of the Palatine Court whether the person to be served was or was not within the jurisdiction of the High Court. Rule 7 of order 12 only meant that nothing in that order should interfere with the existing practice as to service out of the jurisdiction of the Palatine Court and within the jurisdiction of the High Court—not that the other orders should not do so. He should have come to this conclusion independently of the case cited, but that case showed that the present decision was in conformity with the established practice. FRY and LOPES, L.JJ., concurred.—COUNSEL, O. Leigh Clare; Maberly. SOLICITORS, Price & Woodcock, Manchester; J. G. Openshaw, Bury.

#### WOOD v. AYLWARD—No. 2, 25th November.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—STATUTE OF FRAUDS—AGREEMENT FOR LEASE—UNCERTAINTY OF COMMENCEMENT OF TERM.

This action was brought for the specific performance of an agreement for a lease, and the question was whether certain letters constituted a sufficient contract in writing to satisfy the Statute of Frauds. The plaintiff was the assignee of one Donges. Donges held a lease of a house and shop from Aylward, the defendant, for a term which would expire in 1886. On the 7th of November, 1882, Donges wrote to Wagstaff & Warman, the agents of the defendant, asking if his lease could be renewed on the old

terms and without a premium. On the 13th of November the defendant replied that he should expect a payment on granting a renewal. On November 20, 1882, Donges wrote to Wagstaff & Warman—"As the lease by which I hold the premises is approaching its termination, I should like to know if you can grant me an extension of the term, and I hereby make you an offer of a premium of £50 for such an extension for, say, twenty-one years from the termination of my present lease, at the same rental of £40 per annum, all the other covenants to remain in force as heretofore." On the same day Wagstaff & Warman wrote to the defendant—"On the other side we send you copy offer made by Mr. Donges. We think he would increase the amount offered if you will state a definite sum that you are inclined to accept. Perhaps you will kindly let us know what amount you require, and we will do our best to obtain it." On the 22nd of November, 1882, the defendant wrote to Wagstaff & Warman—"In reply to your and Donges's letter, I beg to inform you that I cannot accept his offer. As the lease will not run out for the next two years, I think there is plenty of time to think over the matter. However, if Mr. Donges is very urgent, I will consent to grant him a lease for twenty-one years at £50 a year and a premium of £100." On November 23, 1882, Wagstaff & Warman wrote to Donges—"The landlord has written to say that he will consent to grant you a lease for twenty-one years at £50 per annum and a premium of £100. Kindly let us know if you accept these terms." On November 27, 1882, Donges wrote to Wagstaff & Warman—"In reply to your letter of the 23rd, offering me, on behalf of the landlord of my premises, Mr. Aylward, a renewal of my lease for twenty-one years at the expiration of the present unexpired term at £50 rent and £100 premium, I beg to say I accept these terms." Kekewich, J., dismissed the action, on the ground that there was not a sufficient contract in writing to satisfy the statute, because the time at which the term of the new lease was to commence was left uncertain.

THE COURT (COTTON, L.J., Sir JAMES HANNEN, and LOPES, L.J.) reversed the decision. COTTON, L.J., said that there were two questions—first, the construction of the letters; secondly, whether Wagstaff & Warman were authorised by the defendant to make the offer which they had made. Assuming that the agents' letter of the 23rd of November was in accordance with their authority, Donges by his answer put a construction upon it, and accepted the offer which he considered it contained. Did he introduce a new term, adding the date at which the lease was to commence? In his lordship's opinion Donges correctly construed the letter. From the very beginning the communications had been about a renewal of the lease, and the letters showed clearly that the offer of the 23rd of November referred to the offer originally made by Donges. Then were Wagstaff & Warman authorized to make the offer, or were they merely authorized to enter into negotiations? In their letter of November 20 to the defendant they said—"Let us know what amount you require, and we will do our best to obtain it." Would they not have been justified in sending on Aylward's letter of the 22nd to Donges? Certainly they would. Then what was the right construction of that letter? Clearly it referred to the renewal of the lease. The letter must be taken in its entirety, and to refer to the letter to which it was an answer. It was clear, therefore, that the agents, in their letter of the 23rd of November, were acting on the authority given them by Aylward in his letter of the 22nd of November. Then the communication to Donges and the acceptance by him made a contract, on the performance of which the plaintiff was entitled to insist. But he must undertake to procure the execution of the lease by Donges, and there must be a decree for specific performance. If the terms of the letter of the 23rd of November were in accordance with those of the letter of the 22nd of November, Wagstaff & Warman were Aylward's agents authorized to make and sign the offer which they had made. Sir JAMES HANNEN and LOPES, L.J., concurred.—COUNSEL, Barber, Q.C., and Carson; Warmington, Q.C., and J. G. Wood. SOLICITORS, Drake, Son, & Parton; Morten, Cutler, & Co.

#### HIGH COURT—CHANCERY DIVISION.

PITT v. WHITE—Kay, J., 26th November.

PRACTICE—PARTITION ACTION—SALE OUT OF COURT—FORM OF ORDER.

This was a partition action, and an order was asked for a sale out of court. In giving judgment,

KAY, J., said that whenever he made an order for sale out of court he required three things—viz., that the reserved bid should be fixed by the chief clerk, that the auctioneer's remuneration should be similarly fixed, and that the purchase-money should be paid directly into court. His lordship further observed that the direction as to the auctioneer's remuneration, as well as the reserved bid, should be mentioned in the order.—COUNSEL, Casserley; Cordery. SOLICITORS, F. Brooks, for G. W. T. Coventry; Boulings, Foyer, & Hordern, for G. Powell, Upton-on-Severn.

#### ROGERS v. DRURY—Chitty, J., 25th November.

RESTRAINT OF TRADE—SALE OF PHYSICIAN'S PRACTICE—COVENANT NOT TO "COMPETE."

The parties to this action were physicians, and the plaintiff had sold his practice to the defendant. An agreement was executed on the sale, containing, amongst others, a covenant whereby the defendant agreed not to solicit any person to employ him as a physician, &c., or otherwise directly or indirectly enter into competition with the plaintiff in the practice of a physician, &c., within the radius mentioned in the agreement. It appeared that the defendant had been called in by patients

residing in the radius, but had not himself solicited any patients. Evidence was produced that such patients would not have called in the plaintiff. The plaintiff moved for an *interim* injunction. The defendant contended that, as he had never solicited, he had not infringed the covenant, for the competition contemplated by the agreement was active competition.

CHITTY, J., said that the object of the covenant was to protect the practice, which had been bought and paid for. The terms of the covenant were large, and each word must be given its full and appropriate meaning. Looking at the words of the covenant and its object, and also being of opinion that the acts of the defendant were injurious to the plaintiff's fair chance of obtaining that which he had purchased, the proper course was to grant the injunction as asked; costs to be costs in the action.—COUNSEL, *Romer, Q.C., and Christopher James; Whitehorse, Q.C., and McSwinnay. Solicitors, Collins & Wilkinson, for Jeffery, Parr, & Hasell, Birmingham; Moxley & Dennison, for Tyles & Tanner, Birmingham.*

**TETLEY v. GRIFFITHS**—Chitty, J., 26th November.

PRACTICE—MARRIED WOMAN—SEPARATE PROPERTY—PLEADING—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), s. 1, SUB-SECTIONS 2 AND 3.

In this case, the plaintiff having delivered his statement of claim, and the defendant having delivered no defence, motion was made under R. S. C. 1883, Ord. 27, r. 11, for judgment on the pleadings, and the motion came on in the usual way as a short cause. It appeared that the plaintiff claimed specific performance of an agreement for a lease, payment for use and occupation, and damages. The plaintiff (*inter alia*) proposed to take judgment for £120 as arrears of rent. The defendant was a married woman, and her husband was not joined as party. Although it was stated in the title both of the writ and of the statement of claim that she was sued in respect of her separate estate, the statement of claim contained no statement that she was possessed of separate estate at any date.

CHITTY, J., said that it appeared to have been held by the appeal judges in the case of *Pulliser v. Gurney* (35 W. R. 760, 19 Q. B. D. 519) that the effect of the Married Women's Property Act, 1882, s. 1, sub-section 2, did not make a married woman capable of rendering herself liable in respect of her separate property on any contract unless she had some separate property at the time the contract was made. As the plaintiff had not, by his statement of claim, shewn that the present defendant had separate property at the date of the contract, he should, in his present view of the authorities, decline to make an order, and before he could do so the matter must be argued.—COUNSEL, *W. D. Raeburn. Solicitors, Bolton, Robbins, Busk, & Co., for Thomas Henry Townshend, Rawtenstall, near Manchester.*

**R. LONDON STREET, GREENWICH, AND LONDON, CHATHAM, AND DOVER RAILWAY ACT, 1881**—Chitty, J., 26th November.

PETITION—COSTS OF APPEARANCE—LESSOR AND LESSEE—LANDS CLAUSES ACT, 1845, s. 80.

This was a petition by the lessees of land taken by the company for payment out of court of a fund representing their compensation under an award made in November, 1834. At the date of the award rent was due to the lessor, who had the usual right of re-entry in default of payment. At the date of payment of the fund into court the company had not completed the purchase of the lessor's interest. Subsequently to the purchase of his interest the lessor gave notice to the company of his claim to have his unpaid rent paid out of the fund in court claimed by the lessees, and accordingly received notice from the company of the presentation of the petition, and appeared at the hearing, although not served nor made a formal respondent. His claim was settled by the petitioners, but the question arose as to whether the company should pay his costs.

CHITTY, J., said that the right of re-entry was an incumbrance on the leasehold interest, and, therefore, on the fund in court, and, notice having been given to the company by the lessor, he was rightly before the court for their protection, and they must pay his costs.—COUNSEL, *Whitehorse, Q.C., Romer, Q.C., Maclean, Q.C., Hornell, A. v. B. Terrell, Mulligan, and C. Johnston Edwards. Solicitors, Edwin Shalless; Saw & Son; Warner, Temple, & Co.; Thomas White.*

**JONES v. ANDREWS**—Chitty, J., 26th November.

PRACTICE—DISCOVERY—APPLICATION FOR LEAVE TO UNSEAL NUMEROUS SEALED DOCUMENTS.

This was an action by principals in Manchester against their agents in Manila, in which the plaintiffs claimed an account in respect of alleged surcharges. The plaintiff having obtained an order for an affidavit of documents, the defendants obtained leave to seal up such portions as were irrelevant, and sealed up more than 10,000 passages in 4,000 documents. The plaintiffs now applied that the defendants might be ordered to unseal the documents. The defendants objected to unseal, stating that the portions sealed up related to matters affecting other persons. After a lengthy discussion, in which no definite mode of meeting difficulties was arrived at, the application was ordered to stand over for a week, the counsel for the applicants in the meanwhile to prepare a list of the instances upon which it was proposed to address the court as to the impropriety of sealing.—COUNSEL, *Sir Horace Davey, Q.C., Whitehorse, Q.C., and S. Hall; Rigby Q.C., Romer, Q.C., and E. S. Ford. Solicitors, Rowcliffes, Rawls, & Co., for Price & Woodcock, Manchester; Grundy, Kershaw, & Co., London and Manchester.*

**Re THE BRIDGWATER NAVIGATION CO.**—North, J., 25th November.

COMPANY—VOLUNTARY WINDING UP—APPOINTMENT OF REPRESENTATIVES

OF DIFFERENT CLASSES OF CONTRIBUTORIES—GENERAL ORDER OF NOVEMBER, 1862, r. 61.

This was an *ex parte* motion, in the voluntary winding up of the company, for the appointment of representatives of different classes of shareholders. Rule 61 of the General Order of November, 1862, provides that "the judge may from time to time appoint any one or more of the contributories or creditors, as he thinks fit, to represent before him, at the expense of the company, all or any class of the contributories or creditors upon any question as to a compromise with any of the contributories or creditors, or in and about any other proceedings before him relating to the winding up of the company, and may remove the person or persons so appointed." The nominal capital of the company consisted of £1,000,000 in ordinary shares, of which £350,000 had been paid up, and £300,000 in preference shares, all of which had been paid up. The undertaking of the company had been sold to another company for £1,700,000. Separate meetings of the ordinary and preference shareholders had been held. At the meeting of the ordinary shareholders a Mr. Birch was nominated as the representative of the ordinary shareholders upon an application to be made to the liquidator to the court to determine how the surplus assets, after the return of paid-up capital and the satisfying of all the liabilities of the company, ought to be divided between the two classes of shareholders. At the meeting of the preference shareholders a Mr. Schofield had been appointed their representative. The court was asked to appoint those persons respectively to be representatives of the two classes of shareholders for the purpose of the application about to be made by the liquidator.

NORTH, J., held that there was power, under rule 61, to make the appointments, which he accordingly made.—COUNSEL, *Napier Higgins, Q.C., and Phipson Beale. Solicitors, Cunliffe & Davenport.*

**THE UNION ELECTRICAL POWER AND LIGHT CO. v. THE ELECTRICAL POWER STORAGE CO.**—North, J., 25th November.

PATENT—ACTION TO RESTRAIN THREATS—DISCOVERY—PARTICULARS OF OBJECTION—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 32.

This was an action, brought under section 32 of the Patents Act of 1883, to restrain the defendants from threatening the customers of the plaintiffs or other persons with legal proceedings in respect of electrical batteries manufactured by the plaintiffs. The defendants were also manufacturers of electrical batteries under certain patents of which they were the assignees. The plaintiffs alleged by their statement of claim that those patents were invalid. On the application of the defendants an order was made in chambers that the plaintiffs should, within fourteen days, deliver to the defendants particulars in writing of the batteries which the plaintiffs alleged to have been the subject of threats, and of the damage which the plaintiffs alleged to have been suffered by them, and that, "upon the defendants giving to the plaintiffs on oath a list of the patents on which they intend to rely," the plaintiffs should, within three weeks after the giving of such list, deliver to the defendants particulars in writing of the objections which the plaintiffs proposed to make at the trial of the action to the validity of the patents appearing in the list. The defendants moved in court that the words above placed in inverted commas might be struck out of the order.

NORTH, J., on the authority of *Wren v. Weild* (4 Q. B. 213), held that the words in question were properly inserted, except that the list need not be given on oath.—COUNSEL, *J. C. Graham; Robert Wallace. Solicitors, Renshaws; Linklater & Co.*

**Re CONTRACT AND AGENCY CORPORATION**—Stirling, J., 25th November.

PRACTICE—SECURITY FOR COSTS—UNSATISFIED JUDGMENT.

A creditor residing out of the jurisdiction had recovered judgment against a company for £505 under order 14. Execution had issued under that judgment, and a return of *nulla bona* had been made. The judgment creditor thereupon presented a petition to wind up the company, and the present application was then made by the company for security for costs. It was objected that the company admitted the debt and also that they had sufficient property of the petitioner in this country.

STIRLING, J., held, following *De St. Martin v. Davis & Co.* (W. N., 1884, p. 86), that the company, not having satisfied the judgment, already had security, and that no order could be made on the present application.—COUNSEL, *McLaren; Hastings, Q.C., and Palmer. Solicitors, Pyke & Minchin; Nokes & Stammers.*

**HIGH COURT—QUEEN'S BENCH DIVISION.**

**RHYL IMPROVEMENT COMMISSIONERS v. CHURTON**—23rd November.

HIGHWAY REPAIRABLE BY INHABITANTS AT LARGE.

This was an appeal by the defendant from a judgment of the judge of the Flintshire County Court. The action was brought to recover a share of the expenses of paving the East Parade, Rhyl, the defendant being the owner of a house and premises fronting thereon. Down to the year 1885 all the land in question and the surrounding land belonged to the Crown. In that year the Crown granted to the defendant's predecessor in title the land now in the possession of the defendant and certain land on the other side of the strip of land which is now East Parade, the soil of which strip of land the Crown reserved to itself. In 1852 an Improvement Act for Rhyl had been passed (incorporating the Towns Clauses Act, 1847), section 20 of which enacted that if any owner should not flag and keep in order



the footway opposite his property in any street, the commissioners might do the work and recover the expenses from such owner. It was under this Act that these proceedings were taken. In 1872 another Improvement Act was passed, which authorized the commissioners to extend and improve the parades, including East Parade. By section 4 of that Act "street" includes "parade." By section 19 it was provided that any land taken or purchased by the commissioners and thrown into any street should for ever form part of such street and be a public highway. In 1878 the Crown conveyed the soil of the strip of land, so reserved as aforesaid, to the commissioners, who applied it in extending and improving the parade. A provisional order of 1882 enabled the commissioners to adopt and take over any footway after it had been repaired. The commissioners did not take any formal steps for adopting the footway in question. As a matter of fact the footway had always been repaired by the adjoining owners. On behalf of the appellant it was argued that, by the general law as well as by the Act of 1852, the piece of land, having been thrown into a street by the conveyance from the Crown to the commissioners, became repairable by the inhabitants at large; and therefore the provisions of section 20 of the Act of 1852 did not apply. Secondly, section 20 of the Act of 1852 must be limited to cases where the owner of the property was also owner of the soil of the footway. It was contended on behalf of the commissioners that the road had never become a highway repairable by the inhabitants at large, and that the word "owner" in section 20 of the Act of 1852 must mean frontager.

THE COURT (STEPHEN AND CHARLES, JJ.), held that the plaintiffs were entitled to succeed, and dismissed the appeal.—COUNSEL, *R. S. Wright*; *Bompas*, Q.C., and *N. Trollope*. SOLICITORS, *Cunliffe & Davenport*, for *W. H. Churton*, Chester; *Williamson, Hill, & Co.*, for *Edward Roberts*, Rhyl.

#### HIGH COURT.—PROBATE, &c., DIVISION.

IN THE GOODS OF BRADSHAW—29th November.

ADMINISTRATION—INTESTACY—GRANT TO CREDITOR—ABSENCE OF CREDITOR—REVOCATION—GRANT TO NEXT OF KIN.

Charles Bradshaw died intestate on the 23rd of February, 1869, leaving a widow and one daughter, and on the 15th of August, 1869, letters of administration of his estate were granted to a solicitor, as a creditor, the widow and daughter not having appeared to a citation issued by the solicitor. In December, 1885, the solicitor absconded, and was adjudicated a bankrupt, but it appeared that he had then been repaid the amount due to him from the intestate. The widow died on the 7th of March, 1886, when two policies for £1,000 each, effected by the intestate upon her life, became payable. The policies were in the hands of mortgagees, and the amount payable under them had been paid into court in an action brought by the mortgagees in the Chancery Division. On the 1st of November an application was made for a grant of administration *durante absentia* to one of the mortgagees as a creditor, but Hadden, P., suggested that the grant to the solicitor ought to be revoked, and the motion stood over. The present application was for a revocation of the former grant, and for a grant of administration to the daughter of the intestate as sole next of kin. *In the Goods of Jenkins* (3 Phill. 33), was referred to.

BUTT, J., said that he considered it unnecessary to cite the bankrupt, and he therefore revoked the former grant, and made a grant to the daughter.—COUNSEL, *Bayford*, Q.C., and *G. C. Price*. SOLICITORS, *Rollitt & Sons*, for *Laycock, Dyson, & Laycock*, Huddersfield.

#### CASES AFFECTING SOLICITORS.

CALLOW v. YOUNG—Chitty, J., 24th November.

SOLICITOR AND CLIENT—COMMITTAL—BREACH OF UNDERTAKING GIVEN BY COUNSEL AND SIGNED BY SOLICITOR.

In this case a motion was made by the plaintiff for the committal of the defendant for breach of an undertaking given by his counsel not to carry on a certain business within a prescribed area. The undertaking was given at the hearing of a motion by the plaintiff for an *interim* injunction, and was embodied in an order of the court, and the solicitors of both parties signed the registrar's book. The defendant alleged his ignorance of the undertaking having been given at all.

CHITTY, J., said that he considered it perfectly clear that the defendant was aware of the undertaking, and as it was a gross case he should make an order for committal. He desired to add that he was very unwilling to accept an uncorroborated statement by a man that he was unaware that he had given an undertaking such as that which was given in the present case, for it was the duty of his legal advisers to communicate with him, and it was to be presumed that the ordinary course of business had been followed.—COUNSEL, *Romer*, Q.C., and *Oswald*; *Wright Taylor*. SOLICITORS, *H. F. Oddy*; *P. M. James*.

On Tuesday evening the members of the Western Circuit entertained Mr. Justice Charles at dinner at the Hôtel Métropole to celebrate his recent elevation to the bench. The chair was occupied by Mr. Pridaux, Q.C., the leader of the circuit, and a large number of both the past and present members of the circuit assembled on the occasion to do honour to the learned judge. Among those present were Lord Coleridge, C.J., Lord Justice Bowen, Lord Justice Lopes, Sir Montague Smith, Sir J. Parker Deane, Q.C., Sir W. Phillimore, Q.C., and Mr. Wyndham Slade (metropolitan police magistrate).

#### LAW SOCIETIES.

##### LAW ASSOCIATION.

At a meeting of the Directors held at the Hall of the Incorporated Law Society on Thursday, the 1st inst., the following being present, viz.: Mr. Boodle, Cronin, Desborough, jun., Hedger, Hine-Haycock, Nisbet, Sawtell, Scadding, Sidney Smith, and Arthur Carpenter, secretary, grants of £15 were made to two non-members, and the ordinary general business was transacted.

#### LAW STUDENTS' JOURNAL.

##### CALLS TO THE BAR.

The undermentioned gentlemen were last week called to the Bar:—LINCOLN'S INN.—Ernest Mason Satow, C.M.G., B.A., London, Her Majesty's Minister Resident and Consul-General at Bangkok; Hugh M'Leod Innes, Trinity College, Cambridge; Walter Barry Lindley, M.A., Oxford; Richard Evans Prall, B.A., Oxford; Joseph Reade, B.A., Oxford; Charles Thomas Musgrave, B.A., Cambridge; James Boreford Atlay, B.A., Oxford; Ernest Robert Stable, M.A., Cambridge; John Ewer Jefferson Hogg, B.A., Oxford; Edward Deedes Newnham Smith; Syed Abdur-Raofi, University of Calcutta.

INNER TEMPLE.—Walter Grindlay, Oxford; Robert Heaton Rhodes, B.A., Oxford; William Rees Morgan Davies, B.A., Cambridge; William Tyrone Power, B.A., Cambridge; Hugh Fort, Oxford; Sidney Ernald Ralph Lane, B.A., Oxford; Austin Fleming Jenkin, B.A., Cambridge; William Ernest Montgomery, B.A., Cambridge; Reginald M'Kenna, B.A., Cambridge; Louis Johannes Jacobus, London University; Hardinge Frank Giffard, Oxford; William Andrew Lang, B.A., Oxford; Charles Edward Stevenson Webb Ware, B.A., LL.B., Cambridge; Edgar George Vickers, Oxford; Gerald Paul Bologna Strickland, Count della Catena, B.A., LL.B., Cambridge; Philip Heathcote Rawson, B.A., Oxford; George Maryon Maryon-Wilson, B.A., Oxford; Marshall Harcourt Paine, B.A., Oxford; Walter Hussey Griffith, B.A., Cambridge; Benjamin Arthur Cohen, B.A., Oxford; Lord Edgar Algernon Robert Gascoigne Cecil, B.A., Oxford; Francis William Sutton Stewart, B.A., Oxford; John Ratcliffe Cousins, B.A., LL.B., Cambridge; John Danvers Power, Cambridge; George Alexander Scott, B.A., Cambridge; Robert Lougher Knight, B.A., Oxford; Thomas Waghorn; John Richard Baker, B.A., LL.B., Cambridge; Henry Edward Pollock (holder of a scholarship in Real Property Law, awarded February, 1887); Edward Boyle; Edward Maynard Des Champs Chamier (holder of a scholarship in Equity, awarded February, 1886); Frederick Eustace Sanders, Robert Metcalfe Minton-Senhouse, Cecil Owtram Gillbanks; Russell James Kerr, B.A., Oxford; John Gilbert Hay Halkett, B.A., Cambridge; and George Henry Taylor Whitehead, B.A., Cambridge.

MIDDLE TEMPLE.—Ellis Jones Griffith, B.A., London University, M.A., LL.B., Cambridge University, 50 guineas Middle Temple International Law Scholarship, 100 guineas studentship in Roman Law and Jurisprudence; Edward Jenks, B.A., LL.B., Scholar King's College, Cambridge, 30 guineas Real Property Scholarship, Middle Temple Senior 100 guineas Studentship in Roman Law and Jurisprudence, Barstow Council of Legal Education scholar, 1887, Senior and Chancellor's medallist, Cambridge Law Tripos, 1886, First Class Cambridge History Tripos, 1887; Madan Gopal, M.A., Calcutta University, studentship 100 guineas Roman Law and Jurisprudence; Frederick Alexander Robertson, Bengal Civil Service; Thomas Charles Ledlie; Arthur Stephen Moriarty, scholar Lincoln College, Oxford, and Bombay Civil Service; John Cathcart Wason; Rajani Kanta Sen, F.A., Calcutta University and University of London; Walter William Folkard; Henry Norman Morison; Arthur George Ford; Southwell George Theobald Bourke; William Wainwright; Rufus Daniel Isaacs; Edgar Brice Pymar, B.A., LL.B., King's College, Cambridge; Thomas Douglas, LL.D., Royal University, Ireland; Joseph Benjamin Agard, David Villiers Meager, Clifford's Inn prize, Incorporated Law Society; £70 Council of Legal Education, Common Law and Equity Prize, and £50 Common Law and Real and Personal Property Prize; Harington Morgan, Pembroke College, Oxford; James Blades Gooding; William Arthur Emsley.

#### LEGAL NEWS.

##### OBITUARY.

MR. RALPH DOCKER, solicitor, of Birmingham and Smethwick, died at Moseley on the 10th ult., at the age of seventy-eight. Mr. Docker was born in 1809. He was admitted a solicitor in 1834, and three years later he was elected coroner for the Northern Division of Worcestershire, and he filled that post until his death, although he had recently decided upon retiring from it, in consequence of failing health. He was also clerk to the Smethwick Local Board, and clerk to the Kings Norton Board of Guardians, Assessment Committee, School Attendance Committee, and superintendent-registrar. His son, Mr. Edwin Docker, who was admitted a solicitor in 1879, is deputy-coroner for North Worcestershire, and his son, Mr. Ralph Docker, jun., who was admitted in 1880, is clerk to the Northfield Highway Board.

MR. JOHN ENDELL POWLES, solicitor (of the firm of Powles & Vizard), of Monmouth, died on the 2nd ult. Mr. Powles was the eldest son of Mr. John Powles, solicitor, of Monmouth, and was born in 1820. He was educated at Bristol Grammar School, and he was admitted a solicitor in 1843, having been articled to his father. He was, at the time of his

death, in partnership with Mr. Arthur Vizard. Mr. Powles was a perpetual commissioner for Monmouthshire, and he had a large private practice. He was mayor of Monmouth in 1868, and he was for many years one of the borough aldermen.

Mr. OWEN DAVIES TUDOR, barrister, died at his residence 2, Collingham-road, South Kensington, on the 14th ult. Mr. Tudor was the eldest son of General Owen Tudor, and was born in 1818. He was called to the bar at the Middle Temple in Easter Term, 1839, and he practised for many years as an equity draftsman and conveyancer. He was well known as the author of "Leading Cases in Real Property Law," and, in conjunction with Mr. Frederick Thomas White, of "Leading Cases in Equity." He was also author of "A Treatise of the Law of Charitable Trusts." Mr. Tudor was married in 1849 to the eldest daughter of the Rev. David James, vicar of Llanwrog, Montgomeryshire.

#### APPOINTMENTS.

Mr. REGINALD WILLIAM CROSSE, solicitor, of 7, Lancaster-place, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GAINSFORD BRUCE, Q.C., Chancellor of the County Palatine of Durham, has been elected a Benchler of the Middle Temple.

Mr. THOMAS COOKSEY, solicitor, of Oldhill, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ALFRED TATE, solicitor (of the firm of Tate & Cook), of Scarborough, has been appointed Secretary and Solicitor to the Scarborough Permanent Building Society. Mr. Tate was admitted a solicitor in 1865.

Mr. CHARLES CROMPTON, Q.C., and Mr. EDWARD COOPER WILLIS, Q.C., have been elected Benchlers of the Middle Temple.

Mr. CECIL DOUGLAS, Chief Clerk at the Guildhall Justice Room, has been appointed Chief Clerk at the Mansion House Justice Room, in succession to Mr. James Harebooth Gresham, resigned.

Mr. Justice CHARLES has received the honour of Knighthood.

Sir WILLIAM ROBERT GROVE, who has been created a Privy Councillor on his retirement from the bench of the High Court, is the only son of Mr. John Grove, of Swansea, and was born in 1811. He was educated at Brasenose College, Oxford. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1835, and he formerly practised on the South Wales and Chester Circuit. He became a Queen's Counsel in 1853, and in 1871 he was appointed a puisne judge of the Court of Common Pleas, and received the honour of Knighthood. He retired from the bench in September last. Sir W. Grove is a benchler of Lincoln's-inn. He was president of the British Association in 1866, and he served on the Patents Commission and on the Oxford University Commission.

#### GENERAL.

We are glad to hear that the Selden Society have had under consideration the question of the preparation of a legal glossary. Such a work, carefully executed, is much needed, and we hope that the society will find it possible to carry out the design.

Mr. Montague Williams recently stated at the Woolwich Police-court that he should not sit at that court again for five weeks, and probably not at all. A re-arrangement of the police magistrates is stated to be in progress throughout the metropolis with the object of extending their duties without an increase of cost to the public, and it is probable that a good many changes may take place.

The "Grand Day" of Michaelmas Term was celebrated on the 25th ult. at the Middle Temple, the Prince of Wales, as treasurer for the year, presiding at dinner. At the high table on the dais were Prince Christian, Mr. Phelps (the American Minister), Lord Herschell, Mr. Ritchie, Mr. Justice North, the Lord Mayor, and Sir Charles Warren. On the removal of the cloth, the health of the Prince of Wales was proposed by Mr. Phelps, the American Minister.

The following is the order of business until further notice of the Queen's Bench Divisional Courts. In Queen's Bench Court VII. (First Court)—Mondays and Tuesdays, ex parte motions on the civil side, and opposed motions on the civil side. On Wednesdays, Thursdays, Fridays, and Saturdays, new trial paper. In Queen's Bench Court I. (Second Court)—Mondays and Tuesdays, ex parte motions on the Crown side and Crown paper; Wednesdays and Thursdays, ex parte motions on the civil side and opposed motions on the civil side; Fridays and Saturdays, ex parte motions on the Crown side and the Crown paper. Revenue paper. Notice will be given of the sitting of the Third and Fourth Divisional Courts.

The following story appeared in an early edition of the *Pall Mall Gazette* of Thursday last:—"An exciting scene followed the committal of a Chancery prisoner a day or two ago. Immediately the order was made the defendant left the court and departed from the building by the Carey-street entrance. A witness on the other side gave chase, and rushed up Lincoln's-inn-fields after the man. A second witness also joined in the pursuit, and in his eagerness to overtake him smashed one of the windows of the large door at the entrance. The witnesses at last caught the man as he was getting into a cab, and an altercation then took place which resulted in the prisoner driving away. Subsequently the warrant was put in the hands of the tipstaff, but up to the present time he has not been able to execute it."

At Bow-street, on the 18th ult., before Mr. Vaughan, L. St. Leger Dutch, of 22, Wellington-street, Strand, appeared to a summons charging

him with wilfully and falsely pretending to be a solicitor. Mr. C. O. Humphreys prosecuted on behalf of the Incorporated Law Society, and said that the defendant traded or carried on business as a financial agent under the name of Compton & Co., 22, Wellington-street, Strand. This was a bad case, and it might be presumed that the defendant was in the habit of writing similar letters to that on which the present charge was founded. He had written a letter to a young gentleman who was an undergraduate at Balliol College, Oxford. In the left hand corner appeared "L. St. Leger Dutch, solicitor." It was dated from 22, Wellington-street, Strand, 28, 6, '87. It read as follows:—"Sir, I am instructed by clients who have considerable capital to invest to make advances on personal security alone, which I am prepared to negotiate at 5 per cent. It frequently occurs that large sums are immediately required, and a hesitation naturally exists to apply to West-end firms, where so much publicity is entailed and the rates charged are so prohibitive and extravagant. Under these circumstances I venture to offer my assistance should you require any financial accommodation, and you may rely upon any communications you may favour me with being treated with strict confidence, and no delay will ensue in the completion of any amount required.—I am your obedient servant, St. Leger Dutch." Mr. Humphreys said the mischief of a letter of this kind would be apparent. Such letters sent to undergraduates often led to the ruin of many young men. They got into the hands of money lenders, and originally the loan might be negotiated at 5 per cent. When the bill became due and was not met, then 50, 60, 70, or even 80 per cent. might be charged. The consequence was that young men at Oxford and Cambridge had been absolutely ruined. In the present case it would be shown that the defendant had applied to Mr. Williamson, secretary to the Law Society, to know whether, as an Irish solicitor, he could practise in London without taking out a certificate. He was told he could not. Nevertheless, he had practised in this way, and had no doubt held himself out as a duly qualified solicitor. Fortunately Mr. Stone, the young gentleman to whom the letter was addressed, was staying in his father's house at Liverpool. He considered the communication a mischievous one, and handed it to his father, with the result that the present proceedings were instituted. It was asked that the full penalty should be inflicted. Formal evidence was called proving the receipt of the letter. The defendant produced a certificate from the Irish Law Society in support of his statement that he was a solicitor. In defence he contended that he was entitled to describe himself as a solicitor, and had done so in a *bond fide* manner. He had recently started as a financial agent. Mr. Vaughan thought the prosecution a proper one, and the society would have grossly failed in its duties if the proceedings had not been instituted. The certificate produced by the defendant purported to be an admission as solicitor, not of "L. St. Leger Dutch" but of "Louis Lesser Dutch." Probably the defendant thought the words "St. Leger" would give greater importance and obtain greater credence with those persons he intended to make his victims. Instead of the certificate exculpating the defendant, it made matters worse. He would be fined the *maximum* penalty of £10, and the magistrate said he only regretted he could not inflict a larger fine. On the application of Mr. Humphreys the defendant was in addition ordered to pay £4 costs, and in default of distress to be imprisoned for six weeks.

Tenders for the 4½ per cent. New Debenture Stock of the East London Waterworks Co. must be sent into the company's offices not later than 4 p.m. on Monday next.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

###### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	MR. JUSTICE MAY.	MR. JUSTICE CHITTY.
Mon., Dec. 5	Mr. Carrington	Mr. Pemberton	Mr. Lavin	Mr. Koe
Tuesday .. 6	Lavin	Cloves	Carrington	Jackson
Wednesday .. 7	Beal	Pemberton	Lavin	Koe
Thursday .. 8	Pugh	Cloves	Carrington	Jackson
Friday .. 9	Leach	Pemberton	Lavin	Koe
Saturday .. 10	Godfrey	Cloves	Carrington	Jackson
		MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.
Monday, December .. 5	Mr. Godfrey	Mr. Ward	Mr. Pugh	
Tuesday .. 6	Leach	Rolt	Beal	
Wednesday .. 7	Godfrey	Ward	Pugh	
Thursday .. 8	Leach	Rolt	Beal	
Friday .. 9	Godfrey	Ward	Pugh	
Saturday .. 10	Leach	Rolt	Beal	

#### WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 25.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

ANGLO-AMERICAN CLAY PIGEON CO. LIMITED.—Petn for winding up, present'd Nov 23, directed to be heard before Stirling, J., on Saturday, Dec 3. Abrahams & Co. Old Jewry, solors for petners.  
BOUNDS GREEN POTTERY, LIMITED.—Stirling, J., has fixed Monday, Dec 5 at 12, at his chambers, for the appointment of an official liquidator.  
CUNARD CYCLE CO. LIMITED.—North, J., has, by an order dated Oct 25, appointed Thomas Oswald Williams, Birmingham, to be official liquidator. Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Jan 18 at 12, is appointed for hearing and adjudicating upon the debts and claims.  
MANHATTAN FREEHOLD GOLD AND SILVER MINING CO. LIMITED.—Petn for winding up, presented Nov 23, directed to be heard before Kay, J., on Dec 3. Smith & Co, Martin's lane, Cannon st, solors for petner



**MOREWOOD & CO. LIMITED.**—Kay, J., has, by an order dated Nov 4, appointed Charles Lee Nichols, 1, Queen Victoria st., to be official liquidator. Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to the above. Monday, Jan 18, at 12, is appointed for hearing and adjudicating upon debts and claims.

**NEW HOLLINGBOURNE PAPER MILLS CO. LIMITED.**—North, J., has, by an order dated Nov 16, appointed David Raphael Bryce, 41, Coleman st., to be official liquidator. Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to the above. Thursday, Jan 13, at 1, is appointed for hearing and adjudicating upon debts and claims.

**NIEMAN CORNISH & CO. LIMITED.**—Creditors are required, on or before Dec 29, to send their names and addresses, and particulars of their debts or claims, to Arthur William Blunt, 14, Queen Victoria st. Tuesday, Jan 17, at 12, is appointed for hearing and adjudicating upon debts and claims.

#### COUNTY PALATINE OF LANCASTER.

##### LIMITED IN CHANCERY.

**CITY AND COUNTY FINANCE CO. LIMITED.**—By an order made by the Vice-Chancellor, dated Nov 14, it was ordered that the company be wound up. Danger & Neville, Liverpool, solors for petner.

**NORTHERN ELECTRICAL ENGINEERING CO. LIMITED.**—Pett for winding up, presented Nov 24, directed to be heard before Bristowe, V.C., on Dec 6. Bremner & Co, Liverpool, solors for petners.

**SPARHOUT PRINTING CO. LIMITED.**—By an order made by Bristowe, V.C., dated Nov 14, it was ordered that the company be wound up. Boote & Edgar, Manchester, solors for petner.

##### STANNARIES OF DEVON.

##### LIMITED IN CHANCERY.

**GOBBETT TIN MINE, LIMITED.**—Pett for winding up, presented Nov 22, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Saturday, Dec 3, at 10.30. Hodge & Co, Truro, agents for Beall & Co, Bucklersbury, solors for petners.

##### FRIENDLY SOCIETIES DISSOLVED.

**FRIENDLY SOCIETY, Black Swan Inn, Kilby, Leicester.** Nov 21

*London Gazette.*—TUESDAY, Nov 29.

##### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

**AUTOMATIC MATCH SUPPLY CO. LIMITED.**—Pett for winding up, presented Nov 28, directed to be heard before Stirling, J., on Saturday, Dec 10. Hicklin & Co, 1, Trinity sq, Southwark, solors for petners.

**EQUITABLE MUTUAL INVESTMENT ASSOCIATION, LIMITED.**—By an order made by Kay, J., dated Nov 19, it was ordered that the voluntary winding up of the association be continued. Chapman, Pancras lane, solor for petner.

**THAMES SHIPPING CO. LIMITED.**—Pett for winding up, presented Nov 29, directed to be heard before North, J., on Dec 10. Attenborough, New Inn, solor for petner.

**VAN GELDER, APSIMON, & CO. LIMITED.**—Pett for winding up, presented Nov 29, directed to be heard before Chitty, J., on Saturday, Dec 10. Walker & Whitfield, Surrey st, solors for petner.

##### UNLIMITED IN CHANCERY.

**WEST RIDING OF YORKSHIRE PERMANENT BENEFIT BUILDING SOCIETY.**—Pett for winding up, presented Nov 26, directed to be heard before Chitty, J., on Saturday, Dec 10. Jacques & Co, Ely pl, agents for Robson & Suter, Halifax, solors for petners.

**WEST RIDING OF YORKSHIRE PERMANENT BENEFIT BUILDING SOCIETY.**—Pett for winding up, presented Nov 26, directed to be heard before Chitty, J., on Saturday, Dec 10. Burn & Berridge, Pancras lane, agents for Farrar, Halifax, solor for petners.

#### COUNTY PALATINE OF LANCASTER.

##### LIMITED IN CHANCERY.

**LIVERPOOL EXCHANGE BANKING CO. LIMITED.**—Creditors are required, on or before Dec 27, to send in their names and addresses, and the particulars of their debts or claims, to John Sutherland Harwood Banner, 24, North John st, Liverpool. Jan 17, at 11, is appointed for hearing and adjudicating upon the debts and claims.

##### FRIENDLY SOCIETY DISSOLVED.

**CHEW-CHEWTON AND KEYNSHAW FRIENDLY SOCIETY, Cholwell, Temple Cloud, Bristol.** Nov 23

### CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

#### LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, Nov. 11.

**AMERY, GEORGE, Seymour pl, Bryanston sq, Coachmaker.** Dec 10. Amery v Seaborne, Stirling, J. Kingsbury & Turner, 65, George st, Portman sq.

**DAVIES, JOHN, Colwyn Bay, Denbigh, Butcher.** Dec 2. Evans v Davies, Chitty, J. Cave & Co, 50, Gracechurch st.

**FOES, WILLIAM THOMAS, Bridge avenue, Hammersmith.** Dec 12. Foes v Foes, Stirling, J. Thorp, 18, Garrick st, Covent Garden.

**JONES, EVAN, Dihewid, Cardigan, Farmer.** Dec 5. Lloyd v Jones, North, J. Lloyd, Lampeter.

**POTTS, WILLIAM, Westoe, Durham, Farmer.** Dec 5. Binks v Stewart, Registrar, Durham. Dale, 68, King st, South Shields.

*London Gazette.*—TUESDAY, Nov 15.

**JONES, JOHN, Millom, Cumberland, Builder.** Dec 5. Dawson v Jones, Kay, J. Roberts, Fort Matoc, Carnarvon.

**RIDSDALE, GEORGE, English gdns, Euston rd, Doctor of Medicine.** Dec 12. Gardner v Ridsdale, Stirling, J. Upton, Lincoln's inn fields.

*London Gazette.*—FRIDAY, Nov. 18.

**TALBOT, ALFRED, Hatfield, nr Doncaster, Gent.** Dec 12. Most v Burcher, Stirling, J. Saunders, Coleman st.

*London Gazette.*—TUESDAY, Nov. 22.

**LAVELL, FREDERICK HOWARD, Underhill rd, East Dulwich, Boot Manufacturer.** Dec 10. Lavell v Lavell, Chitty, J. Evans, Theobalds rd, Bedford row.

### UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, November 11.

**BRUNNING, JAMES, Maddermarket, Norwich, Gent.** Jan 1. Badd & Co, Norwich.

**CLIVELEY, JAMES, Aspull, nr Wigan.** Dec 20. Barlow, Wigan.

**COOK, MARY, Hathersage, Derby.** Dec 31. Broomhead & Co, Sheffield.

**FOLKARD, JOHN BAXTER, Edith rd, West Kensington.** Dec 10. Horn & Francis, Berkeley st, Piccadilly.

**GIBBS, MATILDA BLANCHIE, Tyntesfield, Somerset.** Dec 11. Upton & Co, Austin Friars.

**GILBERT, THOMAS, Harrogate, Picture Dealer.** Dec 31. Gilbert, Chiswick.

**CROSLAND, JOSHUA, Highburton, Kirkburton, Yorks, Farmer.** Jan 1. Leary & Simpson, Huddersfield.

**GREGORY, ALBERT JOHN, Benham st, New Wandsworth, Builder and Decorator.** Dec 30. Pearce-Jones & Co, John st, Bedford row.

**HAIGH, ELIZABETH SARAH, Honley, nr Huddersfield.** Jan 1. Leary & Simpson, Huddersfield.

**HODGKINSON, GEORGE, Coventry, Warwick, Chemist.** Nov 22. Phillips & Carr, Birmingham.

**JACKMAN, GEORGE, Woking, Nurseryman and Farmer.** Dec 17. Capron & Sparkes, Guildford.

**JOHNSON, CURTIS JOHN, Dover, Tailor.** Dec 24. Mowll & Mowll, Dover.

**MOSDALE, MARY ANN, George st, Portman sq.** Nov 30. Toovey, Orchard st, W.

**NIXON, WILLIAM, Harrop, Chester, Yeoman.** Dec 31. May, Macclesfield.

**PARKER, MARY, Hedly Holes, Little Carwood, Lancaster.** Dec 12. Whalley, Blackburn.

**PENNA, WILLIAM, Tregear, Cornwall, Farmer.** Nov 30. Dobell, Truro.

**POOL, JOHN, Ollerton, Chester, Farmer.** Dec 8. Caldecutt, Knutsford.

**QUAIN, RICHARD, Cavendish sq, Esq, F.R.S.** Dec 10. Lawrence & Co, New sq.

**RANDALL, HENRY, Hertford, Farmer.** Dec 31. Spence & Co, Hertford.

**READ, ARTHUR WALTER, Coventry, Doctor of Medicine.** Dec 23. Woodcock & Co, Coventry.

**ROBINSON, ELIZABETH, Prospect hill, Harrogate.** Nov 29. Peach, Harrogate.

**ROGERS, JOHN, Leominster, Hereford, Brick Manufacturer.** Dec 7. Joseph Bedford, Leominster.

**SENIOR, JOSEPH, Blakeman Hill, Lepton, York, Farmer.** Jan 1. Leary & Simpson, Huddersfield.

**SHEFFIELD, THOMAS, Benges, Hertford, Builder.** Dec 31. Spence & Co, Hertford.

**SHEPHERD, RICHARD, Hunningham, Warwick, Farmer.** Dec 24. Wright & Hassall, Leamington.

**STYLES, JOHN, Thoydon Garton, Essex, Brickmaker.** Within twenty one days from Oct 30. Windus & Trotter, Epping.

**TYNE, JOHN, Paddock, Huddersfield, Gent.** Dec 21. Berry & Berry, Huddersfield.

**WHELDON, JOHN, Dale st, Edgely, Chester.** Dec 12. Barrow & Smith, Manchester.

**WYLDE, SARAH, Ormskirk, Lancaster.** Dec 13. Collins, Liverpool.

**WORTHINGTON, THOMAS, London rd, nr Stockport, Chester. Butcher.** Jan 1. Leary & Simpson, Huddersfield.

*London Gazette.*—TUESDAY, Nov. 15.

**ALBY, JOSEPH, Stafford, Gent.** Dec 26. Hand & Co, Stafford.

**ARKWRIGHT, AUGUSTUS PETER, Spring gardens, Retired Captain in the Royal Navy.** Dec 24. Wynne & Son, Lincoln's inn fields.

**BENHAM, ROBERT THOMAS, South Moulton st.** Dec 11. Pumphrey, Paternoster row.

**CEAII, DINAH MARIA, Shortlands, Kent.** Dec 10. Hopgood & Co, Whitehall.

**DALE, JOHN LEE, Herman hill, Wansstead, Surveyor and Estate Agent.** Dec 12. Walker & Battiscombe, Basinghall st.

**FOSTER-FOSTER, Colonel GEORGE, Fellowship, nr Georgetown, West Coast, Demerara.** Dec 7. Woodhouse & Co, New sq.

**FRANK, RODOLPHUS BACON, Clarendon rd, Southsea.** Jan 21. Wilson & Son, Louth.

**GALLER, JOSEPH LEE, Towcester, Northampton, Miller.** Dec 10. Howes & Co, Towcester.

**HADLEY, JONAH, Belvedere rd, Upper Norwood, Flour Factor.** Dec 31. Bentwich, Finsbury pavement.

**HARDMAN, RICHARD, Grosvenor ter, Hale, Chester, Gent.** Nov 30. Beaumont & Rigby, Altrincham.

**HILLS, WILLIAM, Faversham, Retired Thatcher.** Jan 31. Johnson, Faversham.

**HOBBS, OZELDEN XENOPHON, Transvaal, South Africa, Mining Engineer.** April 1. Harston, Clement's lane.

**HUNT, Rev WILLIAM, Douglas rd, Canonbury, Clerk in Holy Orders.** Dec 31. Henderson & Buckle, Fenchurch st.

**KITSON, JOHN, Ovenden, nr Halifax, Earthenware Manufacturer.** Nov 30. Rhodes, Halifax.

**LINTON, HENRY, Buckden, Huntingdon, Clerk in Holy Orders.** Jan 2. Fowler, Huntingdon.

**PAGE, NANCY, Market Deeping, Lincoln.** Feb 1. Peake & Co, Sleaford.

**PAGE, WILLIAM, Market Deeping, Lincoln, Surgeon.** Feb 1. Peake & Co, Sleaford.

**PEARSON, GEORGE THOMPSON, West Hartlepool, Merchant.** Nov 30. Turnbull & Tilly, West Hartlepool.

**RANDALL, HENRY, Hertford, Farmer.** Dec 31. Spence & Co, Hertford.

**ROBINSON, MARY, Carlisle.** Dec 17. Wannop, Carlisle.

**ROYLE, WILLIAM, Yew Tree terr, Stretford, Lancaster.** Dec 12. Watts, Manchester.

**ST. HILL, ANNE, North Bank, Regent's park.** Dec 17. Garrard & Co, Suffolk st, Pall Mall East.

**SHEFFIELD, THOMAS, Benges, Hertford, Builder.** Dec 31. Spence & Co, Hertford.

**SMITH, WILLIAM SANDERSON, Sheffield, Coal Merchant.** Dec 12. Burdick & Co, Sheffield.

**STOTT, WILLIAM, Sowerby Bridge, York, Chemist.** Dec 17. Jubb & Co, Halifax.

**TAYLOR, GEORGE ARTHUR, Matlock Bank, Derby, Schoolmaster.** Dec 1. Todd, Manchester.

**TAYLOR, JOHN, Bacup, Lancaster, Joiner.** Dec 17. Ghest, Bacup.

**TREVOR, EDWARD ANDREW, Oriental Club, Major in Royal Engineers.** Dec 15. Macarthurs & Dolling Smith, John st, W.C.

**TYNE, WILLIAM, Whiteparish, Wilts, Clerk in Holy Orders.** Dec 31. Rashleigh & Smart, Lincoln's inn fields.

**WILLIAMS, THOMAS, Wootton, Northampton, Yeoman.** Dec 9. Howes & Co, Northampton.

**YOUNG, Sir CHARLES LAWRENCE, Bart, Hatfield Priory, nr Chelmsford, Essex.** Dec 7. Woodhouse & Co, New sq.

*London Gazette.*—FRIDAY, Nov 18.

**ABRAHAM, THOMAS ROBERT, Akerston rd, Brixton, Wine Merchant.** Dec 20. Mear & Fowler, Old Serjeants' inn.

**ACKLAND, JANE, Pembroke villas, Tenby.** Dec 13. Price, Haverfordwest.

**BAKER, JOHN BAKER, Buxted, Sussex, Gent.** Dec 30. Hillman, Lewes.

**BARNES, PRISCILLA, Lytchett Maltravers, Dorset.** Dec 31. Trevanion & Co, Poole.

**BRIGHT, JOHN ZEBINA, Tharston, Norfolk, Farmer.** Dec 30. Copeman & Ladell, Norwich.

**BROWNING, LOUISA, Maitland Park rd, Haverstock hill.** Feb 1. Wingate, Angel ct.

**CLARE, WILLIAM TUCKWELL, Clansfield, Oxford, Grocer.** Dec 24. Crowley & Son, Faringdon.

**CLARKE, JOHN, Cambridge, Commercial Traveller.** Jan 19. Whitehead, Cambridge.

**CLAYTON, MARTHA, Peas hill, Cambridge.** Dec 17. Tonge, St Grimsby.

**DALLAS, JAMES MCKENZIE, Gloucester rd, Kensington, Jeweller.** Dec 30. Loxdale & Jones, Sydney terr, SW.

**DEVAY, GEORGE, Bond st.** Dec 31. Kennedy & Co, Clement's inn.

**EDMONDS, RICHARD BEUCE, Muntz st, Birmingham, Gent.** Dec 10. Buller & Co, Birmingham.

**FESTING, HENRIETTA ANNE, Chester pl, Regent's pk.** Dec 18. Hore, Lincoln's inn fields.

**GREENOUGH, ELIZABETH, Side Wyke, nr Bradford.** Nov 28. Farrar, Bradford.

**HIGGINS, HANNAH, Harrow rd, West Dorking.** Dec 16. Down & Co, Dorking.

ILLINGWORTH, ELIZABETH, Fowey, Cornwall. Jan 1. Barrett & Dean, Slough  
 KEVAN, ELIZABETH, Woodland st, Dalston. Jan 12. Armitage, Leadenhall st  
 LLOYD, RICHARD GORE, Holborn, Tobacco Manufacturer. Dec 31. Kennedy &  
 Co. Clement's inn  
 LONG, JOSEPH, Trowbridge, Wilts, Yeoman, Dec 30. Mann & Rodway, Trow-  
 bridge  
 MALTEY, JOHN, Boston, Gent. Dec 4. Staniland, Boston  
 MAQUIRE, PATRICK, Barlow st, Manchester, Wholesale Sewn Slipper Manufac-  
 turer. Jan 4. A. E. & W. H. Cowl, Liverpool  
 MORGAN, JOHN, Gorseion, Loughor, Glamorgan, Barman. Jan 6. Hartland &  
 Isaac, Swansea  
 MOUNTFORD, JOHN, Brindley Ford, Wolstanton, Grocer and Provision Dealer.  
 Nov 30. Steele Sheldon, Congleton  
 NASH, THOMAS SPOONER, Fritton, Norfolk, Farmer. Dec 20. Copeman & Ladell,  
 Norwich  
 NEWCOMBE, LOUISA, Anton st, Hackney. Dec 19. Bircham & Co, Old Broad st  
 OBMSON, LYDIA MARGARET, Tierney rd, Streatham hill. Dec 21. M & H Turner,  
 Sackville st  
 PERKIN, JAMES, Higher Maudlin st, Barnstaple, Builder. Dec 1. Harding & Son,  
 Barnstaple  
 REES, ANN, Park pl, Cardiff. Dec 20. Stephens, Cardiff  
 RICHES, OSBORNE HENRY, Dumfries pl, Cardiff, Colliery Proprietor. Jan 2.  
 Ingledew & Co, Cardiff  
 RIGBY, SARAH, Barnes Green, Blackley, Lancaster. Dec 18. Booth, Manchester  
 ROGERS, JOHN, Leominster, Brick Manufacturer. Dec 7. Joseph Bedford, Leom-  
 inster  
 RUNACRES, DAVID, Rathbone st, Canning Town, Butcher. Dec 16. Gardner,  
 Leadenhall st  
 SMITH, FRANCES, Wellington rd, Manchester. Dec 23. Dixon, Manchester  
 SNOW, PETER JOHN, Little Waltham, Farmer. Dec 23. Tanner, Circus pl, E.C.  
 SNOWDEN, WILLIAM, Swinton st, Gray's inn rd, Gent. Dec 14. Hammond,  
 Chancery lane  
 WILMTHURST, FRANCES, Boarshead, Rotherfield, Sussex. Dec 19. Cripps & Son,  
 Tunbridge Wells  
 WINGHAM, ANNIE, Lewes. Jan 12. Vinal, Lewes  
 WRIGHT, THOMAS, Onchan, Isle of Man, Gent. Dec 1. Sharmam & Co, Liverpool

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing  
 or renting a house have the Sanitary arrangements thoroughly examined by an  
 expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., West-  
 minster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

### BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 25.

#### RECEIVING ORDERS.

ALLCOCK, CHARLES, Birkenhead, Greengrocer. Birkenhead. Pet Nov 12. Ord  
 Nov 23  
 BANKART, ALFRED, Bath, Esq. Bath. Pet Nov 5. Ord Nov 23  
 BENJAMIN, HYAM, Avenue rd, Regent's pk, no occupation. High Court. Pet  
 Aug 2. Ord Nov 21  
 BRACKWELL, HENRY, Kirkby in Furness, Farmer. Ulverston and Barrow in  
 Furness. Pet Nov 15. Ord Nov 15  
 BRAYN, HENRY SAMUEL DEFFATT, Anfield, Liverpool, Insurance Company's  
 Agent. Liverpool. Pet Nov 10. Ord Nov 22  
 BREWER, WILLIAM, Brixham, Devon, Bootmaker. East Stonehouse. Pet Nov  
 21. Ord Nov 21  
 CARR, RICHARD HRELS, Whitby, Yorks, Lodging House Keeper. Stockton on  
 Tees and Middlesborough. Pet Nov 21. Ord Nov 21  
 CLIFFORD, JOHN, Lenham, Kent, Farmer. Maidstone. Pet Nov 21. Ord Nov 21  
 COATES, JAMES STEELE, ROBERT JAMES COATES, and EDWARD JAMES COATES,  
 Bury St Edmonds, Coach Builders. Bury St Edmonds. Pet Nov 22. Ord  
 Nov 22  
 CONINGSBY, ALFRED RICHARD, Whaddon, Cambridge, Farmer. Cambridge.  
 Pet Nov 23. Ord Nov 23  
 CUTLER, HERBERT L, Regent st, Glover. High Court. Pet Nov 17. Ord Nov 21  
 DAVIES, EVAN, Pontyclown, Glamorgan, Mason. Pontypridd. Pet Nov 21. Ord  
 Nov 21  
 DAWSON, CHARLES, New Clee, Lincolnshire, Fish Merchant. Great Grimsby.  
 Pet Nov 22. Ord Nov 22  
 DE CHASSIRON, Baron, Silver st, Enfield, no occupation. Edmonton. Pet Oct  
 24. Ord Nov 22  
 DE VALHERMEY, Comte CHARLES MAURIS, Ladbroke rd, Notting hill. High  
 Court. Pet Aug 13. Ord Nov 22  
 DOVELL, PHILIP, Swansea, Commission Agent. Swansea. Pet Oct 26. Ord  
 Nov 18  
 DUKIN, THOMAS JOSEPH, Crewe, Draper. Nantwich and Crewe. Pet Nov 23.  
 Ord Nov 23  
 DYER, WILLIAM, Birmingham, Jeweller. Birmingham. Pet Nov 21. Ord Nov 21  
 ELLIS, EDWIN, North cres, Bedford sq, Artist. High Court.  
 FOURNESS, HENRY, Manchester, Gas Engineer. Manchester.  
 FRANCIS, JOHN, Cotton, Suffolk, Farmer. Bury St Edmonds. Pet Nov 22. Ord  
 Nov 23  
 FRANCIS, THOMAS RICHIE, Mendlesham, Suffolk, Farmer. Bury St Edmonds.  
 Pet Nov 22. Ord Nov 23  
 GAMMON, WILLIAM HENRY, Barnstaple, Grocer. Barnstaple. Pet Nov 12. Ord  
 Nov 23  
 GIRLING, JOHN FISHER, Tibenham, Norfolk, Farmer. Norwich  
 GOODFELLOW, JACOB, Consett, Durham, Draper. Newcastle on Tyne.  
 GROSVENOR, JOHN, Halesowen, Worcestershire, Builder. Stourbridge. Pet Nov  
 15. Ord Nov 15  
 HACKER, ISAAC, Wantage, Berks, Baker's Assistant. Oxford  
 HAMBROUGH, WINDSOR JOHN BEAUCHAMP, Park village East, Regent's park,  
 Gent. High Court. Pet Nov 4  
 HOAR, CHARLES, Leadenhall st, Timber Merchant. High Court. Pet Oct 28.  
 Ord Nov 23  
 HOLMES, FRANK, Wood st, Clerk. High Court. Pet Sept 19. Ord Nov 23  
 JENKESON, THOMAS, Gt Yarmouth, Snack Owner. Gt Yarmouth. Pet Nov 23.  
 Ord Nov 23  
 JENKINS, EDWARD, Newport, Mon, Grocer. Newport, Mon. Pet Nov 23. Ord  
 Nov 23  
 KAVANAUGH, MAURICE DENIS, Mount Grove rd, Highbury, Barrister at Law.  
 High Court. Pet Aug 11. Ord Nov 23

KIRBY, THEODORE, Plaistow, Oilman. High Court. Pet Nov 22. Ord Nov 22  
 LEWIS, JOHN, RICHARD LEWIS, WILLIAM LEWIS, and HUGH LEWIS, Liverpool,  
 Builders. Liverpool. Pet Nov 23. Ord Nov 23  
 LUPTON, EDITH, Bradford, Spinster. Bradford. Pet Nov 8. Ord Nov 21  
 MANLEY, WILLIAM, Fazakerley, Lanes, Contractor. Liverpool. Pet Oct 14.  
 Ord Nov 22  
 MARSHALL, JAMES, West Bromwich, Builder. Oldbury. Pet Nov 11. Ord Nov  
 21  
 MARSON, RICHARD, Scampston, Yorks, Blacksmith. Scarborough. Pet Nov 22.  
 Ord Nov 22  
 MASON, JOHN, Macclesfield, Provision Dealer. Macclesfield. Pet Oct 27. Ord  
 Nov 17  
 MERCER, ALBERT, Bradford, Greengrocer. Bradford. Pet Nov 22. Ord Nov 22  
 MITCHELSON, THOMAS, South Shields, Confectioner. Newcastle on Tyne. Pet  
 Nov 23. Ord Nov 23  
 MITTON, DANIEL, Manchester, Earthenware Dealer. Manchester. Pet Nov 8.  
 Ord Nov 23  
 MOSS, THOMAS, Southwick, Durham, Farmer. Sunderland. Pet Nov 22. Ord  
 Nov 22  
 NAULIS, ALFRED, New Clee, Lincolnshire, Smack Captain. Gt Grimsby. Pet  
 Nov 19. Ord Nov 19  
 OWEN, RICHARD, Piatyil, Carnarvonshire, Farmer. Bangor. Pet Nov 21. Ord  
 Nov 21  
 PORTER, JOHN, Willoughby on the Wolds, Notts, Farmer. Leicester. Pet Nov  
 23. Ord Nov 23  
 RUSE, JOHN, Ashdon, Essex, Farmer. Cambridge. Pet Nov 23. Ord Nov 23  
 SMITH, JAMES, Cheltenham, Jeweller. Cheltenham. Pet Nov 21. Ord Nov 21  
 STORY, PHILIP WILLIAM, Fawsley, Northamptonshire, Clerk in Holy Orders.  
 Northampton. Pet Nov 23. Ord Nov 23  
 THOMPSON, PARKINSON, Market Rasen, Lincolnshire, Tailor. Lincoln. Pet Nov  
 23. Ord Nov 23  
 TOYE, CHARLES, Birmingham, Boot Dealer. Birmingham. Pet Nov 22. Ord  
 Nov 22  
 TRIGO, HENRIETTA LUCY, Newcastle on Tyne, Mantle Maker. Newcastle on  
 Tyne. Pet Nov 22. Ord Nov 22  
 WALLIS, THOMAS, Long Eaton, Derbyshire, out of business. Derby. Pet Nov 11.  
 Ord Nov 22  
 WEEKS, WILLIAM, Wolverhampton, out of business. Wolverhampton. Pet Nov  
 23. Ord Nov 23  
 WELLS, JAMES, Tonbridge, Kent, Cabinet Maker. Tunbridge Wells. Pet Nov  
 21. Ord Nov 21  
 WIGHTMAN, GEORGE, Nottingham, Box Manufacturer, Nottingham. Pet Nov  
 10. Ord Nov 21  
 WILKINS, GEORGE, Leicester, Builder. Leicester. Pet Nov 10. Ord Nov 21  
 WITTY, CHARLES, West Hartlepool, Provision Merchant. Sunderland. Pet Nov  
 22. Ord Nov 22  
 YEADON, ALFRED, Batley, Yorks, Rag Merchant. Dewsbury. Pet Nov 23. Ord  
 Nov 23

#### FIRST MEETINGS.

ALMOND, JOHN, Blackburn, Publican. Dec 2 at 2. County Court house, Black-  
 burn  
 ARNALL, WILLIAM, Swinbridge, Devon, Publican. Dec 2 at 2. Sanders & Son,  
 High st, Barnstaple  
 BADGER, WILLIAM JAMES, Allcroft rd, Haverstock hill, Mineral Water Manufac-  
 turer. Dec 2 at 2.30. 33, Carey st, Lincoln's inn  
 BARE, ROBERT, Gt Grimsby, Beerhouse Keeper. Dec 7 at 12. Off Rec, 3, Haven  
 st, Gt Grimsby  
 BEDFORD, WILLIAM, Warboys, Huntingdon, Farmer. Dec 7 at 12. County  
 Court, Peterborough  
 BOSWORTHICK, MARTIN, Devonport, Bootmaker. Dec 2 at 11. 18, Frankfort st,  
 Plymouth  
 BOWACK, GEORGE, Moorgate st, East India Merchant. Dec 2 at 12. 33, Carey st,  
 Lincoln's inn  
 BRADLEY, SAMUEL, Birmingham, Jeweller. Dec 6 at 3. 25, Colmore row, Bir-  
 mingham  
 BURBOS, ALFRED KENWORTHY, Leeds, Bus Driver. Dec 5 at 11. Off Rec, 22,  
 Park row, Leeds  
 CASEY, ARTHUR HARRY RICHARD, Smallheath, nr Birmingham, Builder. Dec 5  
 at 11. 25, Colmore row, Birmingham  
 CHADWICK, EDWIN MENTOR, New Humberstone, Leicester, General Carter. Dec  
 3 at 12.30. 28, Friar lane, Leicester  
 CLIFFORD, JOHN, Lenham, Kent, Farmer. Dec 5 at 3. Off Rec, Week st, Maid-  
 stone  
 DOVELL, PHILIP, Swansea, Commission Agent. Dec 2 at 3. Off Rec, 6, Rutland  
 st, Swansea  
 FEARN, JOHN, Longton, Staffordshire, Beerseller. Dec 2 at 11.30. Off Rec,  
 Newcastle under Lyne  
 GOODFELLOW, JACOB, Consett, Durham, Draper. Dec 6 at 2.30. Off Rec, Pink  
 lane, Newcastle on Tyne  
 GREEN, WALTER, Birmingham, Jeweller. Dec 8 at 3. 25, Colmore row, Birming-  
 ham  
 GROSVENOR, JOHN, Halesowen, Worcestershire, Builder. Dec 6 at 1.40. Talbot  
 Hotel, Stourbridge  
 HARRISON, GEORGE, Newhill, nr West Melton, Yorks, Grocer. Dec 5 at 10. Off  
 Rec, 3, Eastgate, Barnsley  
 HEATH, WILLIAM, the elder, and HEATH, WILLIAM, the younger, Feckenham,  
 Needle Manufacturers. Dec 7 at 11. Byrch & Co solors, Redditch  
 HEATH, WILLIAM, the elder, sep estate, Feckenham, Worcestershire, Needle  
 Manufacturer. Dec 7 at 11. Byrch & Co solors, Redditch  
 HEATH, WILLIAM, the younger, sep estate, Feckenham, Worcestershire, Needle  
 Manufacturer. Dec 7 at 11. Byrch & Co solors, Redditch  
 HUGHES, ALFRED, St Martin's, nr Chirk, Salop, Cattle Dealer. Dec 5 at 11.  
 Queen's Hotel, Oswestry  
 HUGHES, WILLIAM, and EDWIN PARR, Valentine rd, Hackney, Boot Manufac-  
 turers. Dec 2 at 11. 33, Carey st, Lincoln's inn  
 JAY, ALFRED, address unknown, Perfumer. Dec 2 at 12. Bankruptcy bldgs,  
 Portugal st, Lincoln's inn  
 KING, EDWARD, Stapleton, Gloucestershire, Carpenter. Dec 14 at 12. Off Rec,  
 Bank chambers, Bristol  
 KIRBY, STEPHEN, and THOMAS KIRBY, Leavening, Yorks, Farmers. Dec 2 at 11.30.  
 Talbot Hotel, Malton  
 LAWRENCE, MIRIAM SARAH, Winchester, Greengrocer. Dec 2 at 2. Off Rec, 4,  
 East st, Southampton  
 LEPPER, WILLIAM, Althorp park Station, Northamptonshire, Coal Merchant.  
 Dec 7 at 2. County Court, Northampton  
 LINDSEY, FREDERICK WILLIAM HENRY, Bicester, Oxfordshire, Solicitor. Dec 6  
 at 11.30. 1, St Aldates, Oxford  
 LUCAS, THOMAS, Quorndon, Leicestershire, Watchmaker. Dec 2 at 12.30. 29,  
 Friar lane, Leicester  
 MADDOX, JOHN, Aberavon, Glamorganshire, Butcher. Dec 3 at 12. Castle Hotel,  
 Neath  
 MARSON, RICHARD, Scampstone, Yorks, Blacksmith. Dec 2 at 2. Talbot Hotel,  
 Malton  
 MASON, JOHN, Macclesfield, Provision Dealer. Dec 2 at 11.30. Off Rec, 23, King  
 Edward st, Macclesfield  
 MILNER, GEORGE, Beverley, Yorks, Hairdresser. Dec 2 at 11. Off Rec, Lin-  
 coln's inn bldgs, Bowalley lane, Hull



MITCHELSON, THOMAS, South Shields, Confectioner. Dec 7 at 11. Off Rec, Pink lane, Newcastle on Tyne  
 PARKER, GEORGE, Birmingham, Baker. Dec 5 at 3. 25, Colmore row, Birmingham  
 PRICE, R. and — PRICE, Northampton, Ironmongers. Dec 8 at 1. Off Rec, 25, Colmore row, Birmingham  
 PICKERING, EDWARD, Sunderland, Butcher. Dec 5 at 3.30. Off Rec, 11, Fawcett st, Sunderland  
 PINKER, ERNEST, Steyning, Sussex, Stonemason. Dec 2 at 12. 4, Pavilion bldgs, Brighton  
 PORTER, JOHN, Willoughby on the Wolds, Nottinghamshire, Farmer. Dec 7 at 12.30. 28, Friar lane, Leicester  
 RUSSELL, JOHN WILLIAM, Brockley lane, Lewisham, Boot Manufacturer. Dec 2 at 11. 83, Carey st, Lincoln's inn  
 SIMPSON, JAMES, East Hardwick, nr Pontefract, out of business. Dec 5 at 10.30. Off Rec, 3, Eastgate, Barnsley  
 SLATER, FRED, Sheffield, Agent. Dec 5 at 2. Off Rec, Figtree lane, Sheffield  
 SMITH, JAMES, Cheltenham, Jeweller. Dec 3 at 4.15. County Court, Cheltenham  
 SMITH, JOHN, Byron rd, Wealdstone, General Dealer. Dec 2 at 1. 42, the Outer Temple, Strand  
 SMITH, THOMAS DAWSON, Birkenhead, Nurseryman. Dec 7 at 2. Off Rec, 48, Hamilton sq, Birkenhead  
 SUMMERS, WILLIAM, Eastville, Gloucestershire, out of business. Dec 14 at 12.30. Off Rec, Bank chmbrs, Bristol  
 TAMLIN, CHARLES, Plymouth, Painter. Dec 2 at 12. 19, Frankfort st, Plymouth  
 TAYLOR, THOMAS HARGREAVES, Manchester, Stationer. Dec 2 at 11. Off Rec, Ogden's chmbrs, Bridge st, Manchester  
 THORNE, CLEMENT COOPER, Bridgewater, Commercial Traveller. Dec 3 at 11. Bristol Arms Hotel, Bridgewater  
 TOWNER, ALFRED STEPHEN, Barfen rd, Tonbridge, Carpenter. Dec 2 at 2.30. Spencer & Reeves, Mount Pleasant, Tunbridge Wells  
 TRIGG, HENRIETTA LUCY, Newcastle on Tyne, Mantle maker. Dec 6 at 2. Off Rec, Pink lane, Newcastle on Tyne  
 VAUX, RALPH THOMAS, Sunderland, Ironmonger. Dec 2 at 2.30. Royal Victoria Hotel, Sheffield  
 WIDDOWSON, JAMES, Kimberley, Nottinghamshire, Baker. Dec 2 at 12. Off Rec, 1, High pavement, Nottingham  
 WILKINS, GEORGE, Leicester, Builder. Dec 5 at 12.30. 28, Friar lane, Leicester

## ADJUDICATIONS.

ALMOND, JOHN, Blackburn, Publican. Blackburn  
 ANTON, HENRY, Crewe, Ironmonger. Nantwich and Crewe. Pet Nov 18. Ord Nov 22  
 AYE, JOHN, Torrington, Devon, Innkeeper. Barnstaple  
 BARBAUD, MARK HENRY, Bristol, Scenic Artist. Bristol  
 BEDFORD, WILLIAM, Warboys, Huntingdon, Farmer. Peterborough. Ord Nov 21  
 BLYTH, ALFRED, Cambridge gdns, North Kensington, Engineer. High Court. Pet Jan 20. Ord Nov 23  
 BOWER, WILLIAM, jun, Holmfrith, Yorks, Corn Miller. Huddersfield. Pet Nov 10. Ord Nov 23  
 BRAITHWAITE, THOMAS, Devonshire hill, Hampstead, Solicitor. High Court. Ord Nov 22  
 BUTLER, FRANCIS, Edith grove, Fulham rd, Earl's ct, Architect. High Court. Pet Oct 7. Ord Nov 21  
 CABR, RICHARD HEELS, Whitby, Yorks, Lodging house Keeper. Stockton on Tees and Middleborough. Pet Nov 21. Ord Nov 21  
 CLEFFORD, JOHN, Lenham, Kent, Farmer. Maidstone. Pet Nov 21. Ord Nov 21  
 CULLIFORD, SAMUEL, Martock, Somerset, Butcher. Yeovil. Pet Nov 5. Ord Nov 22  
 CURTIS, ALBERT AUGUSTUS, Sharpness, Gloucester, Chemist. Gloucester. Pet Nov 1. Ord Nov 23  
 DAVIES, EVAN, Pontyclawn, Glam, Mason. Pontypridd. Pet Nov 19. Ord Nov 21  
 DAWSON, CHARLES, New Cle, Lincolnshire, Fish Merchant. Gt Grimsby. Pet Nov 22. Ord Nov 23  
 DYER, WILLIAM, Birmingham, Jeweller. Birmingham. Pet Nov 21. Ord Nov 23  
 EDMONDS, PHILIP, Gaywood, Norfolk, Mason. King's Lynn. Pet Nov 17. Ord Nov 21  
 ELLIS, EDWIN, North crescent, Bedford sq, Artist. High Court. Ord Nov 21  
 FRANCIS, JOHN, Cotton, Suffolk, Farmer. Bury St Edmunds. Pet Nov 22. Ord Nov 23  
 FRANCIS, THOMAS RICHIE, Mendlesham, Suffolk, Farmer. Bury St Edmunds. Pet Nov 22. Ord Nov 23  
 GAMMON, WILLIAM HENRY, Barnstaple, Grocer. Barnstaple. Pet Nov 11. Ord Nov 23  
 GOODFELLOW, JACOB, Consett, Durham, Draper. Newcastle on Tyne. Pet Nov 23. Ord Nov 23  
 GROSVENOR, JOHN, Halesowen, Worces, Builder. Stourbridge. Ord Nov 19  
 HACKER, ISAAC, Wantage, Berks, Baker's Assistant. Oxford. Ord Nov 23  
 HARKEE, JOHN, Reeth, Yorks, Grocer. Northallerton. Ord Nov 18  
 JENKINS, EDWARD, Newport, Mon, Grocer. Newport, Mon. Pet Nov 23. Ord Nov 23  
 KIRBY, THEODORE, Green gate, Plaistow, Oldham. High Court. Pet Nov 22. Ord Nov 22  
 LEECH, MARY, Brighton, Spinster. Brighton. Pet Oct 24. Ord Nov 22  
 MARSON, RICHARD, Scampston, Yorks, Blacksmith. Scarborough. Pet Nov 22. Ord Nov 22  
 MASON, JOHN, Macclesfield, Provision Dealer. Macclesfield. Pet Oct 27. Ord Nov 17  
 MASTERMAN, THOMAS HENRY, Middleham, Yorks, out of business. Northallerton. Pet Nov 7. Ord Nov 18  
 MERCER, ALBERT, Bradford, Greengrocer. Bradford. Pet Nov 21. Ord Nov 22  
 MILNER, GEORGE, Beverley, Yorks, Hairdresser. Kingston upon Hull. Pet Nov 15. Ord Nov 22  
 MOIR, ALEXANDER, MITCHELL, Barnet, Commission Agent. Barnet. Pet Aug 15. Ord Nov 21  
 NAULIS, ALFRED, New Cle, Lincolnshire, Snack Captain. Gt Grimsby. Pet Nov 19. Ord Nov 19  
 NEWMAN, THOMAS HENRY, and GEORGE NEWMAN, Cornwood, Devon, Miller. East Stonehouse. Pet Nov 19. Ord Nov 21  
 PALMER, THOMAS, Highampton, Devon, Farmer. East Stonehouse. Pet Oct 18. Ord Nov 21  
 PARLOUR, FREDERICK, Bristol, Oil Dealer. Bristol. Pet Nov 17. Ord Nov 22  
 PRICE, R. and — PRICE, Northampton, Ironmongers. Northampton. Pet Oct 7. Ord Nov 19  
 PITTMAN, HENRY, Basinghall st, Agent. High Court. Pet Nov 3. Ord Nov 23  
 PORTER, JOHN, Willoughby on the Wolds, Nottinghamshire, Farmer. Leicester. Pet Nov 23. Ord Nov 23  
 SANDERS, WILLIAM FREDERICK, High st, Staines, Clockmaker. Kingston, Surrey. Pet Nov 16. Ord Nov 23

SLADE, THOMAS GEORGE, Rodney rd, Walworth, Bootmaker. High Court. Pet Nov 17. Ord Nov 23  
 SMITH, JAMES, Cheltenham, Jeweller. Cheltenham. Pet Nov 21. Ord Nov 23  
 STORY, PHILIP WILLIAM, Fawsley, Northampton, Clerk in Holy Orders. Northampton. Pet Nov 23. Ord Nov 23  
 SWAIN, DAVID, Bath, Engineer's Manager. Bath. Pet Nov 5. Ord Nov 23  
 TAYLOR, THOMAS HARGREAVES, Manchester, Stationer. Manchester. Pet Sept 5. Ord Nov 23  
 THOMPSON, PARKINSON, Market Rasen, Lincoln, Tailor. Lincoln. Pet Nov 23. Ord Nov 23  
 WADDAMS, THOMAS RICHARD, Stroud, Hatter. Gloucester. Pet Nov 14. Ord Nov 23  
 WAKELING, JAMES WHITELEY, Elstree, Hertford, Licensed Victualler. Barnet. Pet Oct 14. Ord Nov 21  
 WELLS, JAMES, Tonbridge, Kent, Cabinet Maker. Tunbridge Wells. Pet Nov 19. Ord Nov 21  
 WIDDOWSON, JAMES, Kimberley, Nottingham, Baker. Nottingham. Pet Nov 18. Ord Nov 22  
 WITTY, CHARLES, West Hartlepool, Provision Merchant. Sunderland. Pet Nov 22. Ord Nov 22

## ADJUDICATIONS ANNULLED AND RECEIVING ORDERS RESCINDED.

VICKERS, HERBERT, and WILLIAM EDWARD VICKERS, Nottingham, Timber Merchants. Nottingham. Adjud Sept 10. Ord Sept 10. Annul of Adjud and Resc of Ord Nov 15  
 VICKERS, HERBERT (sep estate), Nottingham, Timber Merchant. Nottingham. Adjud Sept 10. Ord Sept 10. Annul of Adjud and Resc of Ord Nov 15  
 VICKERS, WILLIAM EDWARD (sep estate), Nottingham, Timber Merchant. Nottingham. Adjud Sept 10. Ord Sept 10. Annul of Adjud and Resc of Ord Nov 15

London Gazette.—TUESDAY, NOV. 29.

## RECEIVING ORDERS.

ABBOTT, WILLIAM HODSON, Kirby Folly, Nottinghamshire, Surgeon. Nottingham. Pet Nov 26. Ord Nov 26  
 ADAMS, WILLIAM, Plymouth, Barge Owner. East Stonehouse. Pet Nov 24. Ord Nov 24  
 AMBLER, WILLIAM LIFE, York, Milk Dealer. York. Pet Nov 24. Ord Nov 24  
 ANDERSON, MAURICE, Luton, Bedfordshire, Grocer. Luton. Pet Nov 26. Ord Nov 26  
 ARMSTRONG, EDWARD CHARLES, Grange rd, Bermondsey, Rope Merchant. High Court. Pet Nov 24. Ord Nov 24  
 ATCHERLEY, WILLIAM HENRY, Ercall Magna, Salop, Farmer. Madeley. Pet Nov 24. Ord Nov 24  
 ATKINSON, HENRY ARTHUR CAMERON, Newcastle on Tyne, Provision Merchant. Newcastle on Tyne. Pet Nov 26. Ord Nov 26  
 BRADLEY, RICHARD, Greatbridge, Staffordshire, Boat Builder. Oldbury. Pet Nov 24. Ord Nov 24  
 CHARATAN, FREDRICK, Leadenhall st, Tobaccoist. High Court. Pet Nov 25. Ord Nov 25  
 DAWES, PHILIP HARRISON, Gt George st, Builder. High Court. Pet Oct 5. Ord Nov 1  
 DENCHFIELD, LEVI, Greenwich, Builder. Greenwich. Pet Nov 2. Ord Nov 20  
 FENNER, ALFRED WILLIAM, Seymour st, Euston sq, Football Manufacturer. High Court. Pet Nov 23. Ord Nov 25  
 FENTON, JOHN WILSON, Bathley, Nottingham, Farmer. Nottingham. Pet Nov 24. Ord Nov 24  
 FREDERICK, GEORGE HENRY, Church st, Camberwell, Cheesemonger. High Court. Pet Nov 18. Ord Nov 24  
 FUSSELL, THOMAS, Stert, Wilts, Miller. Bath. Pet Nov 25. Ord Nov 25  
 GREENSMITH, GEORGE, Gt Grimsby, Insurance Agent. Gt Grimsby. Pet Nov 24. Ord Nov 24  
 HODSON, JOSHUA, Westgate, Cleckheaton, Auctioneer. Bradford. Pet Nov 24. Ord Nov 24  
 HUCKLESBY, ALBERT, Luton, Beds, Straw Plait Warehouseman. Luton. Pet Nov 25. Ord Nov 25  
 INGLEY, WILLIAM, Felbeck, nr Pateley Bridge, Yorks, Publican. Northallerton. Pet Nov 22. Ord Nov 23  
 LONGNEY, ERNEST HENRY, Birmingham, Butcher. Worcester. Pet Nov 25. Ord Nov 25  
 MANFIELD, ELIJAH, Brickfields, Cranleigh, Brickmaker. Guildford and Godalming. Pet Nov 26. Ord Nov 26  
 MILLER, EDWARD, Marchmont st, Russell sq, Baker. High Court. Pet Nov 14. Ord Nov 25  
 MURRAY, JOHN, Bradford, Wine Merchant. Bradford. Pet Nov 24. Ord Nov 24  
 NICHOLAS, THOMAS, Rhondda, Glamorganshire, Boot Manufacturer. Pontypridd. Pet Nov 21. Ord Nov 25  
 OLIVER, WILLIAM, Meopham, Kent, Licensed Victualler. Rochester. Pet Nov 25. Ord Nov 25  
 ORGAN, GEORGE, Cadroxton juxta Barry, Glamorganshire, Builder. Cardiff. Pet Nov 15. Ord Nov 17  
 PAENELL, GEORGE THOMAS, Sutton st, York rd, Lambeth, Engineer. High Court. Pet Aug 19. Ord Nov 18  
 PEACHEY, R J, Thavies inn, Holborn circus, Manager of Middlesex Manufacturing Co. High Court. Pet Oct 18. Ord Nov 25  
 PILCHER, FRANK, Fordwich, Kent, Carpenter. Canterbury. Pet Nov 17. Ord Nov 25  
 ROBERTS, EDWIN, Streatham, Engineer. Wandsworth. Pet Nov 22. Ord Nov 22  
 SIDNEY, CECIL WILLIAMS, Coventry, Coal Merchant. Coventry. Pet Nov 26. Ord Nov 26  
 SMITH, JOHN THOMPSON, East Langton, Leicestershire, Miller. Leicester. Pet Nov 26. Ord Nov 26  
 SUNDERLAND, NATHAN, Leeds, Baker. Leeds. Pet Nov 25. Ord Nov 25  
 THOMAS, JOHN, Usk, Mon, late Hotel Keeper. Newport, Mon. Pet Nov 26. Ord Nov 26  
 THOMAS, WILLIAM, Cardiff, Licensed Victualler. Cardiff. Pet Nov 24. Ord Nov 24  
 THOMPSON, MARIA, Fife, Yorks, Confectioner. Scarborough. Pet Nov 25. Ord Nov 25  
 WEST, TRYAS, Linthwaite, Yorks, Farmer. Huddersfield. Pet Nov 21. Ord Nov 24  
 WILEY, GEORGE, Leeds, Police Constable. Leeds. Pet Nov 23. Ord Nov 23

The following amended notice is substituted for that published in the London Gazette of Nov 22.

AUTON, HENRY, Crewe, Ironmonger. Nantwich and Crewe. Pet Nov 18. Ord Nov 18

## FIRST MEETINGS.

AMBLER, WILLIAM LIFE, York, Milk Dealer. Dec 8 at 12. Off Rec, York  
 ARNOTT, JOHN, Boston, Linco, Gas Engineer. Dec 8 at 12. Off Rec, 48, High st, Boston  
 ARTHUR, SAMUEL REES, Tongwynlais, nr Cardiff, Miller. Dec 8 at 12. Off Rec, 3, Crookherbtown, Cardiff  
 ATCHERLEY, WILLIAM HENRY, Ercall Magna, Salop, Farmer. Dec 7 at 2. County Court, Madeley

AUTON, HENRY, Crewe, Ironmonger. Dec 10 at 10.45. Royal Hotel, Crewe  
 BARNARD, ALFRED, Bath, Esq. Dec 9 at 12.30. 1, Abbey st, Bath  
 BARROW, CHARLES HENRY, Wolverhampton, Hairdresser. Dec 8 at 12. Off Rec,  
 St Peter's close, Wolverhampton  
 BERRY, ALMA JOSEPH, Leeds, Letterpress Printer. Dec 9 at 11. Off Rec, 22, Park  
 row, Leeds  
 BRACKWELL, HENRY, Kirby in Furness, Lancs, Farmer. Dec 7 at 9.45. 2, Paxton  
 terr, Birtown in Furness  
 BRAYN, HENRY SAMUEL DEFFETT, Liverpool, Insurance Co's Agent. Dec 8 at 3.  
 Off Rec, 25, Victoria st, Liverpool  
 BROWN, HARRY, High st, Kingston on Thames, Mantle Warehouseman. Dec 6  
 at 11. 16 Room, 30 and 31, St Swithin's lane  
 CAUSTON, MARCUS E, Caroline st, Bedford sq, Gent. Dec 6 at 2.30. 33, Carey st,  
 Lincoln's inn  
 CLARK, JOHN ALBERT, Goldsmith's row, Hackney rd, Plumber. Dec 6 at 11.  
 Bankruptcy bldg, Portugal st, Lincoln's inn fields  
 CONINGSBY, ALFRED RICHARD, Whaddon, Cambridgeshire, Farmer. Dec 9 at  
 10.30. Bull Hotel, Royston  
 CRUZE, FRANCIS, Llanelly, confectioner. Dec 6 at 3. Off Rec, 11, Quay st, Car-  
 marthen  
 DOKE, ALFRED, Eastbourne, Builder. Dec 7 at 12. Bankruptcy bldg, Portugal  
 at, Lincoln's inn  
 DURKIN, THOMAS JOSEPH, Crewe, Draper. Dec 10 at 11.30. Royal Hotel, Crewe  
 FOURNESS, HENRY, Manchester, Gas Engineer. Dec 7 at 11. Off Rec, Ogden's  
 chbrs, Bridge st, Manchester  
 FOY, THOMAS HENRY, Pontardulais, Carm, Grocer. Dec 6 at 11. Off Rec, 11,  
 Quay st, Carmarthen  
 FRANCIS, JOHN, Cotton, Suffolk, Farmer. Dec 8 at 11. Court House, Stowmarket  
 FRANCIS, THOMAS RICHIE, Mendlesham, Suffolk, Farmer. Dec 8 at 11.30. Court  
 House, Stowmarket  
 GAMMON, WILLIAM HENRY, Barnstaple, Grocer. Dec 7 at 12.15. George and  
 Railway Hotel, Victoria st, Bristol  
 GIBLING, JOHN FISHER, Tibenham, Norfolk, Farmer. Dec 10 at 12. Off Rec, 8,  
 King st, Norwich  
 GOODMAN, ZACHARIAH WALTER, Barking, Soapmaker. Dec 8 at 2.30. 33, Carey  
 st, Lincoln's inn  
 HARKER, JOHN, Reeth, Yorks, Grocer. Dec 12 at 11.30. Court House, North-  
 allerton  
 HODGSON, JOSHUA, Westgate, Cleckheaton, Auctioneer. Dec 6 at 11. Off Rec,  
 31, Manor row, Bradford  
 HONOUR, JOHN, Marston, Oxfordshire, Builder. Dec 9 at 11.30. 1, St Aldates,  
 Oxford  
 JONES, JAMES, Chester, Bootmaker. Dec 9 at 2. Off Rec, Crypt chbrs, Chester  
 LAVELL, ALFRED, address unknown, Licensed Victualler. Dec 6 at 12. Bank-  
 ruptcy bldg, Portugal st, Lincoln's inn fields  
 LOFTUS, the Right Hon Lord AUGUSTUS WILLIAM FREDERIC SPENCER, Stanhope  
 gdms. Dec 7 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields  
 LONGNEY, ERNEST HENRY, Birmingham, Butcher. Dec 9 at 11. Off Rec,  
 Worcester  
 LUITON, EDITH, Bradford, Spinster. Dec 6 at 10.30. Off Rec, 31, Manor row,  
 Bradford  
 MASTERMAN, THOMAS HENRY, Middleham, Yorks, out of business. Dec 8 at 12.  
 Off Rec, 8, Albert rd, Middlesbrough  
 MERCER, ALBERT, Bradford, Greengrocer. Dec 6 at 11.30. Off Rec, 31, Manor  
 row, Bradford  
 MITTON, DANIEL, Manchester, Earthenware Dealer. Dec 7 at 10.30. Off Rec,  
 Ogden's chambers, Bridge st, Manchester  
 MURRAY, JOHN, Bradford, Wine Merchant. Dec 6 at 3. Off Rec, 31, Manor row,  
 Bradford  
 NAULIS, ALFRED, New Clew, Lincs, Smack Captain. Dec 7 at 12.30. Off Rec, 3,  
 Haven st, Great Grimsby  
 OLIVER, WILLIAM, Meopham, Kent, Licensed Victualler. Dec 9 at 11.30. Off Rec,  
 High st, Rochester  
 OWEN, RICHARD, Pistyll, Carnarvonshire, Farmer. Dec 13 at 12. Sportsman  
 Hotel, Porthmadoc  
 PARKINSON, EDWARD, Birtown in Furness, Licensed Victualler. Dec 7 at 10.15.  
 2, Paxton terr, Birtown in Furness  
 PITTMAN, HENRY, Basinghall st, Agent. Dec 7 at 12. 33, Carey st, Lincoln's inn  
 ROOKE, ALGERNON W., Ryder st, St James's, Gent. Dec 8 at 12. 33, Carey st,  
 Lincoln's inn  
 RUSE, JOHN, Ashdon, Essex, Farmer. Dec 9 at 3. Rose and Crown Hotel,  
 Saffron Walden  
 RUTHERFORD, ROBERT, Framwell gate Moor, nr Durham, Farmer. Dec 6 at 12.30.  
 Three Tuns Hotel, Durham  
 SILVESTER, ERNEST F., Chancery lane, Barrister-at-Law. Dec 6 at 12. Bank-  
 ruptcy bldg, Portugal st, Lincoln's inn fields  
 SLADE, THOMAS GEORGE, Rodney rd, Waltham, Bootmaker. Dec 8 at 11. 33,  
 Carey st, Lincoln's inn  
 STRETTON, WILLIAM HANSON, Percy terr, Lordship lane, Dulwich, Builders'  
 Merchant. Dec 7 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn  
 fields  
 THOMPSON, MARIA, Filey, Yorks, Confectioner. Dec 9 at 11. Off Rec, 74, New-  
 borough st, Scarborough  
 TILDESLEY, JOHN, Southall, Middlesex, Baker. Dec 7 at 12. Townhall, Brent-  
 wood, Middlesex  
 TUFFIN, GEORGE WILLIAM, Clare st, Clare Market, Cheesemonger. Dec 7 at 12.  
 33, Carey st, Lincoln's inn  
 TULK, HERBERT, Walbrook, Promoter of Companies. Dec 8 at 12. 33, Carey st,  
 Lincoln's inn  
 WALLIS, THOMAS, Long Eaton, Derbyshire, out of business. Dec 6 at 3. Flying  
 Horse Hotel, Nottingham  
 WELLS, JAMES, Tonbridge, Kent, Cabinet Maker. Dec 8 at 1.45. Spencer &  
 Reeves, Mount Pleasant, Tunbridge Wells  
 WEST, THYAS, Linthwaite, Yorks, Farmer. Dec 8 at 3. Haigh & Son, solers,  
 New st, Huddersfield  
 WESTOVER, ALFRED, and FRANK EAST, Kingsland rd, Grocers. Dec 7 at 11. 33,  
 Carey st, Lincoln's inn  
 WRIGHTMAN, GEORGE, Nottingham, Box Manufacturer. Dec 7 at 12. Off Rec, 1,  
 High pavement, Nottingham  
 WILLIAMS, JOHN, Cerdio, Carnarvonshire, Land Agent. Dec 13 at 11. Sports-  
 man Hotel, Porthmadoc  
 YEADON, ALFRED, Batley, Yorks, Rag Merchant. Dec 7 at 3. Off Rec, Bank  
 chbrs, Batley

## ADJUDICATIONS.

ADAMS, WILLIAM, Plymouth, Barge Owner. East Stonehouse. Pet Nov 24.  
 Ord Nov 26  
 ALLOCCK, CHARLES, Birkenhead, Greengrocer. Birkenhead. Pet Nov 12. Ord  
 Nov 24  
 ARMSTRONG, EDWARD CHARLES, Grange rd, Bermondsey, Rope Merchant. High  
 Court. Pet Nov 24. Ord Nov 24  
 BAERBELMAN, WILLIAM, Great Tower st, Provision Merchant. High Court.  
 Pet Sep 16. Ord Nov 25  
 CHAPMAN, JONATHAN and JAMES BAKER, Norwich, Boot Manufacturers. Nor-  
 wich. Pet Nov 2. Ord Nov 2  
 CONINGSBY, ALFRED RICHARD, Whaddon, Cambridge, Farmer. Cambridge.  
 Pet Nov 23. Ord Nov 24

DOVELL, PHILIP, Swansea, Commission Agent. Swansea. Pet Oct 26. Ord  
 Nov 21  
 EARLAND, MARK, Cullompton, Devon, Coach Builder. Exeter. Pet Nov 9. Ord  
 Nov 25  
 FORD, ORLANDO, Swansea, Greengrocer's Assistant. Swansea. Pet Nov 18. Ord  
 Nov 21  
 FOURNESS, HENRY, Manchester, Gas Engineer. Manchester. Pet Nov 22. Ord  
 Nov 24  
 FUSSELL, THOMAS, Stort, Wilts, Miller. Bath. Pet Nov 25. Ord Nov 25  
 GIRLING, JOHN FISHER, Tibenham, Norfolk, Farmer. Norwich. Pet Nov 22.  
 Ord Nov 26  
 GREENSMITH, GEORGE, Gt Grimsby, Insurance Agent. Gt Grimsby. Pet Nov  
 24. Ord Nov 24  
 HARRISON, GEORGE, West Melton, Yorks, Grocer. Sheffield. Pet Nov 16. Ord  
 Nov 25  
 HODGSON, JOSHUA, Westgate, Cleckheaton, Auctioneer. Bradford. Pet Nov 23.  
 Ord Nov 24  
 HONEY, JOHN, Exeter, Engineer. Exeter. Pet Nov 2. Ord Nov 26  
 HOWELLS, J P, Newport, Mon, Timber Merchant. Cardiff. Pet Nov 5. Ord  
 Nov 25  
 HOWELLS, J R, Cardiff, Saw Mill Agent. Cardiff. Pet Nov 5. Ord Nov 25  
 JOHNSON, LOUISA SARAH, Worcester, Gas Fitter. Worcester. Pet Nov 16. Ord  
 Nov 23  
 LAWRENCE, MIRIAM SARAH, Winchester, Greengrocer. Winchester. Pet Nov  
 18. Ord Nov 24  
 LONGNEY, ERNEST HENRY, Birmingham, Butcher. Worcester. Pet Nov 25. Ord  
 Nov 25  
 MITTON, DANIEL, Manchester, Earthenware Dealer. Manchester. Pet Nov 8.  
 Ord Nov 24  
 MURRAY, JOHN, Bradford, Yorks, Wine Merchant. Bradford. Pet Nov 23. Ord  
 Nov 24  
 NEALE, MELVILLE THOMPSON, Effie rd, Waltham green, Captain in Army. High  
 Court. Pet Aug 10. Ord Nov 25  
 OLIVER, WILLIAM, Meopham, Kent, Licensed Victualler. Rochester. Pet Nov  
 25. Ord Nov 25  
 ORGAN, GEORGE, Cadroxton juxta Barry, Glamorganshire, Builder. Cardiff. Pet  
 Nov 15. Ord Nov 24  
 PARSONS, WILLIAM GREGORY, address unknown, Accountant. High Court. Pet  
 Oct 12. Ord Nov 26  
 ROGERS, JAMES HENRY, Frome, Somersetshire, Woollen Manufacturer. Frome.  
 Pet Nov 3. Ord Nov 25  
 ROBERTS, EDWIN, Lewin rd, Streatham, Engineer. Wandsworth. Pet Nov 22.  
 Ord Nov 25  
 ROPER, FREDERICK, Halifax, Ironmonger. Halifax. Pet Nov 7. Ord Nov 24  
 RUSE, JOHN, Ashdon, Essex, Farmer. Cambridge. Pet Nov 23. Ord Nov 24  
 SCARTH, ROBERT WILLIAM, Cridding Stubbs, nr Knottingley, Yorks, Farmer.  
 Wakefield. Pet Sept 3. Ord Nov 28  
 SMITH, JOHN, Byton rd, Woldstone, General Dealer. St Alban's. Pet Nov 8.  
 Ord Nov 22  
 SMITH, JOHN THOMPSON, East Langton, Leicestershire, Miller. Leicester. Pet  
 Nov 26. Ord Nov 26  
 SUNDEBLAND, NATHAN, Leeds, Grocer. Leeds. Pet Nov 25. Ord Nov 25  
 THOMAS, JOHN, Usk, Mon, Late Hotel Keeper. Newport, Mon. Pet Nov 26.  
 Ord Nov 26  
 THOMAS, WILLIAM, Cardiff, Licensed Victualler. Cardiff. Pet Nov 24. Ord  
 Nov 24  
 THOMPSON, MARIA, Filey, Yorks, Confectioner. Scarborough. Pet Nov 25. Ord  
 Nov 25  
 WALKER, JABEZ, Marques rd, Canonbury, Woollen Agent. High Court. Pet  
 Sept 28. Ord Nov 25  
 WEEKS, WILLIAM, Wolverhampton, out of business. Wolverhampton. Pet  
 Nov 23. Ord Nov 26  
 WEST, THYAS, Linthwaite, Yorks, Farmer. Huddersfield. Pet Nov 24. Ord  
 Nov 24  
 WILEY, GEORGE, Leeds, Police Constable. Leeds. Pet Nov 23. Ord Nov 23  
 The following amended notice is substituted for that published in the  
 London Gazette of Nov. 25.  
 AUTON, HENRY, Crewe, Ironmonger. Nantwich and Crewe. Pet Nov 18. Ord  
 Nov 22

## SALES OF ENSUING WEEK.

Dec. 7.—Mr. ROBERTSON, at the Mart, Tokenhouse-yard, E.C., Leasehold Prop-  
 erties (see advertisement, Nov. 26, p. 4).  
 Dec. 8.—Messrs. ELSWORTH & KNIGHTON, at the Mart, Tokenhouse-yard, E.C.,  
 Long Leases (see advertisement, this week, p. 84).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

CANWARDEN.—Nov. 26, at Wray-crescent, Tollington-park, N., the wife of  
 Waples Canwarden, solicitor, of a daughter.  
 GILL.—Nov. 26, at Lexham-gardens, Cromwell-road, the wife of Robert T. Gill,  
 barrister-at-law, of a daughter.

## DEATHS.

MEAD.—Nov. 28, at King's Bench-walk, John Mead, aged 68.  
 SHAPTER.—Nov. 24, at Clarendon-place, Hyde-park-gardens, John Shapter, Q.C.,  
 Benchet of Lincoln's-inn, aged 81.  
 SMITH.—Nov. 21, Algernon Haskett Smith, barrister-at-law, aged 31.

All letters intended for publication in the "Solicitors' Journal" must be  
 authenticated by the name of the writer.

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